

*WORKING AGREEMENT
BETWEEN*

THE CITY OF NEW LONDON

AND

*THE MUNICIPAL EMPLOYEES UNION (MEU)
LOCAL # 1303-125 OF AFSCME COUNCIL # 4
AFL-CIO*

JULY 1, 2022 THROUGH JUNE 30, 2026

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	3
ARTICLE I RECOGNITION	3
ARTICLE II UNION SECURITY & PAYROLL DEDUCTION	3
ARTICLE III SENIORITY	4
ARTICLE IV PROMOTIONS	4
ARTICLE V WORK WEEK	5
ARTICLE VI WAGES	7
ARTICLE VII LONGEVITY	8
ARTICLE VIII TRANSPORTATION & TRAVEL	8
ARTICLE IX HOLIDAYS	9
ARTICLE X VACATIONS	10
ARTICLE XI SICK LEAVE	11
ARTICLE XII UNION BUSINESS LEAVE	12
ARTICLE XIII FUNERAL LEAVE	12
ARTICLE XIV PAY FOR ANNUAL MILITARY LEAVE	13
ARTICLE XV UNIFORM ALLOWANCE, PROTECTIVE CLOTHING	13
ARTICLE XVI INSURANCE	14
ARTICLE XVII PENSIONS	16
ARTICLE XVIII LAYOFFS, DISMISSAL & DISCIPLINARY ACTIONS	22
ARTICLE XIX DISCRIMINATION	23
ARTICLE XX SCOPE	23
ARTICLE XXI PROMULGATION OF POLICIES	24

		<u>Page</u>
ARTICLE XXII	GRIEVANCE PROCEDURE	24
ARTICLE XXIII	MANAGEMENT RIGHTS	25
ARTICLE XXIV	PRIVATE EMPLOYMENT	26
ARTICLE XXV	PUBLIC SERVICE	26
ARTICLE XXVI	DURATION	26
ARTICLE XXVII	PLACE HOLDER	26
ARTICLE XXVIII	RESIDENCY	27
ARTICLE XXIX	VIDEO DISPLAY UNITS	27
ARTICLE XXX	ON-CALL PROCEDURES	27
ARTICLE XXXI	DRUG & ALCOHOL POLICY	28
SIGNATURE PAGE		42
APPENDIX A	POSITIONS OF MEMBERS OF MEU	43
APPENDIX B	ANNUAL SALARY SCHEDULE	45
APPENDIX C	HEALTH CARE PROVISIONS	49
APPENDIX D	CALL OUT SCHEDULE	56

PREAMBLE

The City of New London, acting herein by its Mayor/Chief Executive Officer, hereto duly authorized, hereinafter referred to as "the City," and the Municipal Employees Union, Local 1303-125, Council 4, AFSCME, AFL-CIO acting herein by its Executive Committee, hereto duly authorized, hereinafter referred to as "the MEU," do hereby reach this working agreement for the purpose of promoting a harmonious relationship between the City of New London and such of its employees who are within the provisions of this Agreement in order that more efficient and progressive public service may be rendered.

ARTICLE I RECOGNITION

Section 1.1

The City hereby recognizes the MEU as representing all salaried employees of the City of New London excluding the Director of Health, Director of Public Works, Director of Office of Development and Planning, and Ocean Beach Park Manager, administrative employees, confidential employees, non-supervisory uniformed and investigatory employees of the Police and Fire Departments, school nurses, employees who are political appointees, seasonal employees, casual employees, temporary employees or employees who regularly work less than twenty hours per week for the purpose of collective bargaining with respect to wages, hours of work and other conditions of employment.

Section 1.2

All collective bargaining with respect to wages, hours of work and other conditions of employment, shall be conducted by authorized representatives of the MEU and authorized representatives of the City.

Section 1.3

This Agreement shall affect only regular permanent full-time employees of the City.

ARTICLE II UNION SECURITY AND PAYROLL DEDUCTIONS

Section 2.1

Upon receipt of an employee's signed authorization to deduct membership dues or voluntary agency fees, the Employer agrees, on the one hundred eightieth (180th) calendar day, to deduct from the pay of the employee an amount as established and periodically adjusted by the union. Such deductions shall continue unless the employer is notified in writing by Council 4 that the employee is no longer a member. Council 4 reserves the right to modify and or replace any such authorization form.

Section 2.2

The City shall deduct each pay period, union dues or service fees, uniformly assessed, from the earned wages of each employee in such amount as determined by the Union, provided that such deduction shall only be made from any employee's wages when authorized by him or her on an appropriate form, a signed copy of which must be filed with the Personnel Department.

Section 2.3

Such payroll deductions, as provided herein, shall be remitted to the Council #4 Office of the Union by the fifteenth (15th) day of the next month following the month in which such dues and/or service fees were deducted along with a list of names of employees from whom the deductions have been made.

ARTICLE III
SENIORITY

Section 3.1

Seniority, according to this Agreement, shall consist of the length of accumulated continuous paid service each employee has with the City as a regular full-time employee. Each employee's length of service shall be computed from the date of his appointment as a regular full-time City employee.

Section 3.2

The employee's earned seniority shall not be lost due to absence for layoffs, illness or authorized leaves of absence.

Section 3.3

A corrected seniority list, which includes each employee by name and classification, will be provided to the Union during the month of April each year.

Section 3.4

Seniority shall prevail on layoffs, transfers, new shifts, vacation preference and reinstatement from layoff or leave of absence.

ARTICLE IV
PROMOTIONS

Section 4.1

Whenever any promotional vacancy is filled within the bargaining unit, such vacancy shall be filled in accordance with the procedure established by the City of New London Personnel Board.

Section 4.2

Each employee who is promoted shall serve a probationary period of not less than one hundred, eighty (180) days. Each employee who successfully completes the probationary period shall have his/her promotion made permanent. Each employee who fails to successfully complete his/her probationary period shall be reverted to his/her former classification. Any employee promoted or hired to fill a vacancy created by the promotion of another employee shall not have his/her promotion or appointment made permanent until the employee originally promoted is certified for permanent promotion.

Section 4.3

Each employee who was a candidate for promotion shall have the right to inspect the records of his examination within a period of thirty (30) days after the date of notification of the results. Such inspection shall be during regular business hours at the Personnel Office after having made an appointment for this purpose.

Section 4.4

An employee, having been directed in writing by higher authority to perform work in a higher classification, shall, as a result of such direction, be paid at the lowest rate of the higher classification. The employee is not required to perform those higher classification duties, except in an emergency situation, until so directed in writing. If any employee is required to do the work of a higher classification in an emergency, he/she shall receive the higher rate of pay for all hours worked.

Section 4.5

In the event of a reclassification of a current position, the incumbent of such current position will be automatically advanced to the new position, providing that (1) the current position is to be eliminated and/or (2) it has been determined by the Appointing Authority and the Personnel Office that the incumbent has been performing a substantial portion of the duties of the new position (with or without out-of-class payment), that s/he has the required knowledge, skills, and abilities as outlined in the position description, and has the potential ability to perform all the new duties.

ARTICLE V **WORK WEEK**

Section 5.1

The basic day shift workweek shall be Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m. with variations as authorized by the Mayor/CEO and as required by the nature of the assignment. This workweek may be altered by the Mayor/CEO to meet the exigencies of the service. Notice of such alteration shall be given affected employees at least five (5) days in advance, except that implementation may be immediate in case of emergencies.

A. It is understood that employees may take breaks from work throughout the day, however such break time may not total more than fifteen (15) minutes per day, may not be added to an employee's lunch break nor taken at the beginning or end of a day. Break time is a short rest period and may not be used as paid time off.

Section 5.2

An employee who has a specific need may be granted flex-time by his/her department head if mutually agreed upon. The employee must request the ability to flex his/her work time at least five (5) days in advance, except that the request may be immediate in cases of emergencies. All such flex-time requests must be reviewed on a quarterly basis and, at the discretion of the Department Head, may be renewed.

Requests from employees, if denied by the department head, may be appealed to the Mayor/CEO, whose decision is final and not subject to the grievance procedure.

Section 5.3

A. Overtime is defined as any time worked in excess of the employee's regular thirty-five (35) or forty (40) hour work week, whereby vacation leave shall be counted as time worked. Employees who are assigned to work overtime by their supervisors shall be compensated at the rate of time and one-half for all overtime hours worked. Sick leave, holidays and leave without pay shall not be counted as hours worked for the purpose of calculating overtime hours.

No one will work overtime without specific authorization from his/her Supervisor, except in circumstances where emergencies arise for off duty call-in.

B. At least fifteen (15) days prior to the beginning of each fiscal year, employees shall make a non-revocable election to be paid overtime in wages or compensatory time for all overtime hours as defined above. The employee bears the responsibility for making said election and in the event no election is made the employee will be credited with compensatory time. Compensatory time may be taken in quarter hour increments and will be based upon the needs of the Department; such approval will not be granted in the event there is insufficient staffing or additional costs will be incurred.

C. Compensatory time off may be accumulated to a maximum of 35 (40) hours quarterly; not more than 35 (40) hours may be carried over into any fiscal year quarter. All compensatory time accrued but not used by the end of the fiscal year shall be forfeited. However, if the employee is unable to use the time due to the needs of the department, a department head may authorize payment for up to 35 (40) hours of accrued compensatory time.

D. Overtime pay for attendance at meetings will be paid at the rate of one and one half (1-1/2) hours of paid time for all hours worked.

Section 5.4

Any employee who works a Saturday, Sunday or nighttime shift will be paid a shift differential which is the same as that paid to Public Works employees.

Section 5.5

Any employee who works on any of the following holidays shall be paid two (2) times his/her regular rate of pay: July 4, Thanksgiving, Christmas and New Year's Day.

Section 5.6

A. A vacant Public Works Superintendent's duties will be performed by the current Public Works Superintendent as may be required by the City of New London for no additional compensation;

B. In both Public Works Superintendent's absences, Public Works Superintendent's work shall be offered to other bargaining unit employees; compensation shall be accordance with second rate policy in MEU contract if applicable; and

C. When one Public Works Superintendent is absent (sick or vacation), the other Public Works Superintendent will perform his or her duties as may be required by the City for no additional compensation.

ARTICLE VI WAGES

Section 6.1

Employees will be compensated in the following manner (See Appendix B (1-4)):

A. 2022-23

Effective July 1, 2022, the wage rates in effect on June 30, 2022, shall be increased by 3% plus step increments for those employees not at step 6 (retroactive to July 1, 2018).

B. 2023-24

Effective July 1, 2023, the wage rates in effect on June 30, 2023, shall be increased by 3% plus step increments for those employees not at step 6.

C. 2024-25

Effective July 1, 2024, the wage rates in effect on June 30, 2024, shall be increased, by 3% plus step increments for those employees not at step 6.

D. 2025-26

Effective July 1, 2025, the wage rates in effect on June 30, 2025, shall be increased, by 3% plus step increments for those employees not at step 6.

E. Nothing in this section shall preclude the City, at the discretion of the Mayor/CEO or with approval of Personnel, from placing a new hire at a rate of pay commensurate with the new hire's experience and training, rather than at the initial step of the assigned Grade Level after consultation with the Union.

F. Each employee shall be paid every other week by direct deposit, into a single or into multiple accounts within six months of signing the contract. Proof of direct deposit will be e-mailed to an e-mail address provided by the City, once the City has a secure site with employee access.

Section 6.2

COVID payments: Union Members will receive COVID-19 Premium Pay of either \$1,500 or \$1,000 depending on the requirements of not being allowed to work from home and their routine field exposure as front-line workers in the community. The City and the Union will negotiate the appropriate amounts for each employee. This payment is exclusive to the first year of the contract and no payments under this section will be made in any subsequent contract years. The parties agree that 6.2 will be removed from any successor contracts.

ARTICLE VII LONGEVITY

Section 7.1

For the duration of this Agreement longevity entitlements, due and payable in accordance with existing procedures, shall accrue to employees on the following basis:

<u>AGGREGATE YEARS OF SERVICE</u>	<u>ANNUAL AMOUNT</u>
5 years but less than 10	\$300.00
10 years but less than 15	\$400.00
15 years but less than 20	\$500.00
20 years but less than 25	\$600.00
25 years and over	\$750.00

ARTICLE VIII TRANSPORTATION AND TRAVEL

Section 8.1

Authorized travel expenditures shall be promptly reimbursed by the City upon submittal of appropriate claim and supporting data as specified in Administrative Rules and Procedures.

Section 8.2

Effective upon signing of this agreement, reimbursement will be at the rate of IRS rate per mile for authorized use of privately-owned automobile on City business.

Section 8.3

The City shall provide for all employees covered in this contract transportation for all travel during work hours and or City business. No employee shall be required to use his/her vehicle for work purposes.

Section 8.4

The City agrees that the 24-hour City business use of City vehicles by foreman and supervisors in the Public Works Department is a term and condition of their employment, until negotiated otherwise by the parties.

ARTICLE IX
HOLIDAYS

Section 9.1

Each employee shall receive twelve (12) paid days off for the following twelve (12) legal holidays:

- | | |
|---------------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Jr. Birthday | Columbus Day |
| President's Day | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| Independence Day | Christmas Day |

Section 9.2

In the event that the holiday falls on a Saturday, said holiday shall be observed on the preceding Friday. In the event the holiday falls on Sunday, it shall be observed on the following day.

Section 9.3

If for any event the City shuts down or closes for non-essential employees, unless the employee was already scheduled off for any reason, non-essential employees will suffer no loss of pay or loss of paid time off due to closure of City Hall or any City building in which City employees work. This includes any employees who may be in the field in fulfillment of their employment.

Section 9.4

The Public Works Superintendent overseeing the Solid Waste Division shall be required to work on the Friday and Saturday after Thanksgiving, as scheduled overtime.

ARTICLE X
VACATIONS

Section 10.1

Permanent, full-time employees hired prior to 7-1-11 shall accrue vacation leave at the rate of 0.83 days per month for those months worked prior to the start of the fiscal year (July 1). Such days may be used by the employee after completion of the probationary period or retained for use during the next fiscal year. At the end of the first fiscal year following the employees hire date, he/she shall be entitled to accrue ten (10) days on July 1. After five years of employment the employee shall be entitled to accrue fifteen (15) days vacation at the start of the fiscal year of their fifth (5th) year.

Thereafter, one additional day for each year after five (5) years shall be accrued annually to a maximum of twenty-five (25) days.

Permanent, full-time employees hired after 7-11-11 shall accrue in each fiscal year, pro-rated on a monthly basis, vacation leave with pay in accordance with the following schedule:

- (1) After six (6) months, five (5) days
- (2) After one (1) year, one additional week for a total of ten (10) days
- (3) After five (5) years, fifteen (15) days
- (4) After ten (10) years, twenty (20) days

Permanent, full-time employees hired after 7-1-15 shall accrue in each fiscal year, pro-rated on a monthly basis, vacation leave with pay in accordance with the following schedule:

- (1) After six (6) months, five (5) days
- (2) After one (1) year, one additional week for a total of ten (10) days
- (3) After ten (10) years, fifteen (15) days
- (4) After twenty (20) years, twenty (20) days

Section 10.2

All regular full-time employees may carry forward no more than twenty (20) days of unused vacation leave, plus leave earned in the prior fiscal year.

(1) Those employees with current accruals of more than twenty-five (25) days shall be allowed to maintain their current accrual level as their maximum accrual level; however, should their accrual level drop in the future, the lower level above the twenty-day maximum shall become their new maximum accrual level.

Employees shall be required to utilize or lose 50% of their vacation accruals annually. In lieu of losing the time, the remaining 50% may be "sold" back to the city on the last payroll each June,

at 75% of cost.” Employees must notify the City of their intent to sell back a specific number of vacation days not later than April 1st of each year.

ARTICLE XI **SICK LEAVE**

Section 11.1

Each employee hired prior to July 1, 2011, shall earn sick leave with pay at the rate of one (1) day of sick leave for each month of service for a total of twelve (12) days. See Sick Leave Incentive, Section 17.11.

Each employee hired after July 1, 2011, shall earn sick leave with pay at the rate of three quarters of a day (.75) of sick leave for each month of service for a total of nine (9) days.

Section 11.2

Sick leave shall be considered to be the absence from duty with pay for the following reasons:

Illness or injury, except where arising solely out of or in the course of employment by an employer other than the City of New London.

When the employee is required to undergo medical, optical, or dental treatment and only when this cannot be accomplished on off-duty hours.

When the serious illness of a member of the employee's immediate family requires his personal attendance if supported by medical certificate.

Section 11.3

An employee may use more than eighty (80) days of accrued sick leave in a single fiscal year only upon the recommendation of the Department Head and the approval of the Mayor/CEO.

Section 11.4

Place Holder.

Section 11.5

An employee who does not use a sick day in a one hundred eighty (180) consecutive day period will be granted one perfect attendance day which will be counted as a personal day. Use of said personal day shall not be unreasonably denied.

ARTICLE XII
UNION BUSINESS LEAVE

Section 12.1

The Mayor/CEO or his designated representative shall authorize upon receipt of appropriate request, reasonable leave so that designated MEU members may bargain collectively for rights and privileges, when such sessions are scheduled during normal working hours.

Section 12.2

The President and / or Vice President or any member of the Local Executive Board of the bargaining unit shall upon reasonable request to the Labor Relations Office be granted time off without loss of pay to conduct official Union business. Such time off shall not exceed sixteen (16) hours in a 120-calendar day period and shall not be cumulative. Meetings with the City shall not count toward the sixteen (16) hours. Total number of officers will be two (2) and such requests will not be unreasonably denied.

ARTICLE XIII
FUNERAL LEAVE

Section 13.1

Funeral leave of three (3) consecutive work days without loss of pay shall be granted to an employee in the event of a death in his immediate family. Department Heads may authorize that such funeral time be used in two separate weeks, if such a request is made by the employee and supported by appropriate documentation, prior to use. "Immediate family" is defined as husband or wife, father or mother, son or daughter, brother or sister, grandparents or grandchildren, mother-in-law or father-in-law.

Section 13.2

Funeral leave of one (1) day without loss of pay shall be granted to an employee in the event of the death of a relative not considered to be a member of the immediate family, namely, uncle or aunt, brother-in-law or sister-in-law, niece or nephew, cousin (½ day) or any relative domiciled in the employee's home.

Section 13.3

Additional funeral leave to what is allowed in paragraph 1 or 2, or funeral leave for the reason not specified in paragraph 1 or 2, may be granted by the Department Head with the approval of the Mayor/CEO or his designated representative if such leave is reasonable and will not hinder the operation of the department. Any leave allowed by this section shall be charged to accrued vacation, holidays, or shall be without pay, in the order listed.

ARTICLE XIV
PAY FOR ANNUAL MILITARY SERVICE

Section 14.1

For all regular, annual military service requirements, the City shall provide pay differential and full benefits for up to 30 days each calendar year, in accordance with the City's Personnel Rules, as well as any and all rights provided by USERRA.

- (a) For such employees continuing on military leave beyond 30 days, other than involuntary activation by the President of the United States, they shall be permitted to use contractual time off as a means of preserving their income and benefits. With regard to continuation of medical benefits, such employees must utilize not less than two weeks of accrued leave time in order to pay only the negotiated premium cost share toward their benefits. Employees not utilizing leave time shall be deemed to be on "authorized leave without pay" in accordance with the Personnel Rules.
- (b) Employees involuntarily activated into duty by the President of the United States shall receive the pay differential and benefits as established by vote of the City Council on May 5, 2003. Such provision may be subject to change by vote of a later City Council.

ARTICLE XV
UNIFORM ALLOWANCE, PROTECTIVE CLOTHING, AND DRESS CODE

Section 15.1

MEU employees, as professional and supervisory employees, shall recognize their leadership role and dress professionally for the work performed. Questions regarding appropriateness of dress shall be determined and enforced by the Department Head.

Section 15.2

The City shall consider whenever possible such additional equipment that will promote the safety of employees or aid in the efficient performance of their duties.

Protective clothing shall be issued to employees upon the authorization of the City Manager for requests submitted by Department Heads which justify the necessity for such protective clothing.

Section 15.3

The City will pay the uniform allowance of \$110.00 for all employees identified in Appendix A.

ARTICLE XVI
INSURANCE

Section 16.1

The City shall provide at its expense except for the co-pay provisions appearing in subsections below, for all employees in the bargaining unit and their enrolled dependents the following medical and surgical insurance.

The health insurance provisions as provided (currently CT State Partnership Health Benefit Plan, Appendix C), with the following changes:

- (a) Additional vision coverage for prescriptions glasses, contact lenses, etc. benefit of \$100 per contract year, accruing during the life of the contract. An employee may use the entire contractual amount at any time during the term of the agreement.

Employees shall be reimbursed for expenses submitted with receipts within six (6) months of purchase.

- (b) Notwithstanding the foregoing, the City has the right to change insurance carrier providing that the new policy of insurance coverage is substantially equivalent to the current insurance coverage.
- (c) The City agrees to meet with and discuss any changes in coverage with the Union before the changes are made. In the event there is a dispute between the parties concerning equivalency of insurance coverage, the parties agree to arbitrate the dispute as provided for in this Agreement.
- (d) Commencing July 1, 2022, all employees covered by this agreement shall contribute twenty-two percent (22%) of the total premium for medical insurance coverage by deduction from their pay.
- (e) Commencing July 1, 2023, all employees covered by this agreement shall contribute twenty-three percent (23%) of the total premium for medical insurance by deduction from their pay.
- (f) Commencing July 1, 2024, all employees covered by this agreement shall contribute twenty-four percent (24%) of the total premium for medical insurance by deduction from their pay.
- (g) Commencing July 1, 2025, all employees covered by this agreement shall contribute twenty-five percent (25%) of the total premium for medical insurance by deduction from their pay.
- (h) Parties agree that to the maximum extent allowed by Section 125 of the Internal Revenue Code, the employees' share of group insurance cost shall be with pre-tax dollars.
- (i) The City agrees to provide a Flexible Spending Account (FSA) for all members.

Section 16.2

The City shall provide at its expense a group life insurance of Fifty Thousand (\$50,000) dollars for all employees. The employee has the option to purchase additional insurance up to a total of Twenty-five Thousand (\$25,000) at the group rate at the employee's expense on a pre-tax basis, not to exceed Seventy-five Thousand Dollars (\$75,000).

Section 16.3

It is mutually understood that insurance benefit changes will become effective on a date based on the normal administrative processing time of the respective companies as this computes and relates to the date this Agreement is ratified and the date on which individual employees file necessary change data with the Personnel Officer.

Section 16.4

Employee may "opt out" of the City's medical plan. To "opt out" an employee would be able to receive 8% of the total cost of all health, prescription and dental insurance, based on their familial status (Employee Only, Employee + 1 Dependent, or Employee + 2 or More Dependents).

In order to "opt out" an employee must provide proof of insurance. The opportunity to "opt out" will be given once per year and will be paid once per year in July for the current year.

Employee may once a year, during open enrollment (May 15th through June 15th) elect to opt out or be enrolled in the City of New London Medical/Dental Insurance plan.

There shall be no reinstatements other than the open enrollment period, except for the following events:

- 1) Coverage was waived by the employee because another group health insurance plan provided coverage for the employee; and
- 2) Coverage is lost under that plan due to employment termination, death of a spouse, or divorce; and
- 3) The employee applies for coverage under this contract within thirty (30) days after the loss of coverage under the other plan. If the employee fails to apply within thirty (30) days, the employee may apply during the next year's open enrollment period.

All such reinstatements shall be subject to all requirements of the applicable carrier(s) including, but not limited to, any mandatory waiting periods.

In the event that the employee reinstates other than the May 15th through June 15th period, the employee shall not receive a prorated share of the "opt out" payments for any month, or portion thereof, when the employee is reinstated.

This and all future language contained within this section shall conform with all applicable State and Federal COBRA laws.

ARTICLE XVII **PENSIONS**

Section 17.1: DESCRIPTION OF PLAN AND ELIGIBILITY

A. Description of Plan

There is hereby established a pension program for eligible employees of the Municipal Employees Union, Local #1303-125, Council 4, AFSCME, AFL-CIO, such plan to become effective on July 1, 1980, and to remain in effect thereafter.

B. Eligibility

The pension program shall cover all present and future regular full-time employees who are members of the Bargaining Unit. Pensioners on the pension roll of the City of New London who formerly served in positions covered by the Bargaining Unit, and who are currently receiving pension benefits for this service shall remain on the said pension roll in accordance with the requirements and specifications governing that pension roll at the time of their entry thereon. Any words or terms contained herein that denote or reference a particular sex or gender shall be interpreted to include all members of the Bargaining Unit regardless of sex or gender.

Section 17.2: SERVICE

For the purpose of this article, service shall be defined as the number of full years of continuous active service as a regular full-time employee eligible for inclusion in this pension program provided that those eligible employees hired after May 1, 1971, shall be considered for the purposes of this program to have been hired on the effective date of this pension program. Such employees may, as hereinafter provided, obtain credit for their service prior to the effective date of this plan.

Periods of absence from active employment without pay shall be deducted when computing years of service, except that authorized leaves of absence for voluntary service in the Armed Forces of the United States at any time shall count towards continuous active service, provided that the member returns to regular full-time status within thirty (30) days of termination of such service, unless a different period is required by law. Service shall be considered broken when a member voluntarily terminates his/her employment, is terminated for cause, is laid off and not recalled, or fails to respond to recall after layoff as provided in the Agreement.

Nothing contained herein shall preclude the City Council from exercising its authority granted in Section 7-450, Connecticut Statutes (as amended).

Section 17.3: NORMAL AND MANDATORY RETIREMENT AGE

Employees shall be eligible for normal retirement under this plan upon the attainment of fifty-seven (57) years of age, or the completion of ten (10) years of continuous service,

whichever comes later. All employees shall be subject to the certificate of continuance provisions contained in the City of New London Code of Ordinances, Section 15-119.

Section 17.4: NORMAL RETIREMENT

Normal annual retirement benefit for eligible employees shall be computed at the rate of two per centum (2%) of the employee's average annual base salary plus longevity payments received in the highest three (3) paid years of service. Such two per centum (2%) figure shall be applied for each year of continuous service to a maximum of sixty percent (60%) of said three (3) year averages.

The City agrees to abide by all ordinances passed by the City Council regarding pension provisions.

Employee contributions to the Pension Plan shall be made on a pre-tax basis.

Section 17.5: FORM OF BENEFIT

The normal retirement benefit shall be payable in the form of a monthly annuity for the life of the member.

Section 17.6: DISABILITY BENEFIT

When, as a result of service-connected permanent disability an employee is precluded from performing service as an active full-time employee, such employee shall be entitled to disability benefits. The disability benefit shall be a minimum of fifty per centum (50%) of the average annual base salary plus longevity received by the employee in the highest three (3) paid years of service or by computation in accordance with the normal retirement benefit, whichever is greater. Disability benefits shall be reduced by any amounts which may be payable under an award pursuant to the Workers' Compensation laws.

Section 17.7: OPTIONAL BENEFIT

An employee may elect to receive a reduced retirement allowance with provision that such reduced retirement allowance or such part thereof as may be specified by the employee in his notice of election (either 3/4, 2/3, 1/2/ or 1/3) shall be continued after his death to his spouse named in such election, for so long as his spouse lives. The reduced retirement allowance shall be in such an amount as the City deems to be the actuarial equivalent of the retirement allowance that would have been payable had not the election been made.

The employee must file a written notice of election of this option with the City prior to the time at which he/she becomes eligible for retirement; provided that such written notice of election is filed within ninety (90) days before the employee becomes eligible for the retirement. He/she may be required to pass a physical examination at the time of making such election. It is the intention of this option that the City's outlay for retirement benefits shall not be increased and that the amount payable to the employee and his spouse under the option shall be the equivalent as accurately determined of what the employees would have received if he had not elected the option. This option is also intended to be patterned after such option available in the Connecticut State Municipal Employees Retirement Fund.

Section 17.8: VESTING

In the event that employee's employment terminates prior to the completion of five (5) years' service, the employee's contributions to the plan during such service plus 3% simple interest shall be paid in a lump sum to the employee or, in the event of the employee's death, to his surviving spouse or his estate. Such application for lump sum payment must be made within a period of three (3) years following termination of employment.

In the event that an employee terminates after completion of five (5) years credited service in the pension program, such employee will be credited with the following percentages of accrued retirement annuity, based upon extent of service at time of termination, which annuity becomes payable commencing at the normal retirement age set forth in this article:

<u>Years of Service</u>	<u>Applicable %</u>
5	50%
10	100%

Section 17.9: EMPLOYEE CONTRIBUTIONS

All eligible employees of the Bargaining Unit shall participate in such plan and shall contribute to the pension plan as hereinafter provided.

Commencing July 1, 1980, or upon date of initial employment, if later, all eligible employees shall contribute to the pension plan three per centum (3%) of their base annual salary plus longevity.

Commencing July 1, 1981, or upon date of initial employment, if later, all eligible employees shall contribute to the pension plan an additional two per centum (2%) of their base annual salary plus longevity for a total contribution rate of five per centum (5%).

Commencing July 1, 1982, or upon date of initial employment, if later, all eligible employees shall contribute to the pension plan, an additional one per centum (1%) of their base annual salary plus longevity for a total contribution rate of six per centum (6%), such six per centum contributions to continue annually thereafter.

The above contributions shall be in addition to any Social Security contributions made by members of the Bargaining Unit.

Eligible employees hired subsequent to May 1, 1971, but prior to the effective date of this plan, may elect to obtain credit for years of continuous service prior to the effective date of this plan by making a contribution of three per centum (3%) of base annual salary plus longevity earned in the period of each year from the date of eligible employment in full-time active service to the effective date of this plan. For each year that such contributions are made, an additional year of continuous service shall be applied to such employee for the purpose of pension plan eligibility. Such contributions may be implemented through agreed-upon salary deductions in addition to those provided above for the annual contribution rate for years of service after the effective date of this Agreement. Any employees who wish to avail themselves of this

opportunity must make a mutually agreeable retroactive contribution plan, through the Personnel Officer, with the City not later than December 1, 1980. Such plan shall be reduced to writing not later than December 1, 1980, and shall not extend beyond eight (8) years, the time in which to fully pay any retroactive contributions.

Eligible current employees who were hired prior to May 1, 1971, and who have remained continuously employed in Bargaining Unit positions hereinafter may join this pension plan with full credit given for all years of continuous service as defined in Section 2 above and shall commence contributions on July 1, 1980, and thereafter in accord with the above contribution formula.

Employees hired prior to May 1, 1971, will continue to be eligible for pension benefits, without making any contribution, as outlined in the Code of Ordinances, Sections 15-117 to 124 (attached); except that said employees may, on one-time basis with declaration to be made to the Personnel Office prior to December 1 1980, opt to join the contributory plan with contributions to commence July 1980, and no requirement to contribute for prior service credit; except further that those employees in this group who are or will be eligible to retire before July 1, 1984, under non-contributory plan described in the Code of Ordinances, Sections 15-117 to 124, may not opt for the contributory plan unless prior to retirement or within four (4) years of July 1, 1980, whichever is earlier, make a contribution to the Pension Fund in accord with the provisions of this plan for at least four (4) years in consideration of the increased pension benefits under this pension plan and provided, further, that said employee's four (4) years of contributions may be divided into any manner or combination of work years and/or retroactive contributions, so long as the years upon which contributions under this plan are based shall be the highest paid four (4) years of employment as a City employee in the Bargaining Unit. The rate of such contributions made for years prior to July 1, 1980, shall be equal to those rates of contribution for post-1971 employees as specified above in the contribution formula of this plan.

Section 17.10: DEATH BENEFIT

In the event of a non-service connected death of an active and participating employee, after twenty-five (25) years service the spouse of said employee will, at his/her option, receive either a return of employee contributions to the plan or fifty percent (50%) of the normal retirement benefit until the death or remarriage of said spouse. This clause becomes operational on the date of the signing of this Contract.

Section 17.11: SICK LEAVE INCENTIVE

Upon retirement an employee will be given a one-time bonus and his/her final retirement benefit will be adjusted by an additional percentage, as determined under his/her applicable City Pension Plan, for unused sick leave as defined below:

<u>Number of Days</u>	<u>Percentage</u>	<u>Bonus</u>
81	1%	\$0
121	2%	\$0
162	5%	\$250
202	7%	\$300
243	8%	\$400

Examples:

1946 Act

Contributory

25 years service = 50%
Last salary = \$24,000
Pension Benefit = \$12,000

25 years service = 50%
3 years' best wages: \$23,000, \$24,000, \$25,000
= Average Salary of \$24,000
Pension Benefit = \$12,000

180 unused sick days = 5%
55% x \$24,000 = \$13,200

180 unused sick days = 5%
55% x \$24,000 = \$13,200

Cash Bonus = \$250

Cash Bonus = \$250

Section 17.12: 401(a) PLAN

The City shall hereby establish a defined contribution pension plan. All employees who are not in the City Defined Benefit Plan pursuant to Sections 17.1-17.11 shall be members of the 401(a) plan as of July 1, 2018.

Section 17.13: VESTING

All employees, upon completion of their probationary period, shall immediately vest in their 401 (a) accounts, for the purposes of ownership in the City's contributions and the accrued interest thereon. Each employee is vested in his/her own contributions and any accrued interest thereon immediately.

Section 17.14: CONTRIBUTIONS

The City shall contribute to each employee's account an amount equal to 9.5% of the employee's base pay. The Employee shall contribute no less than 6% of his/her base pay but is permitted to contribute additional amounts up to the maximum allowed by law.

Section 17.15: DISABILITY BENEFIT

When as a result of a service-related, permanent disability, an employee is precluded from performing as an active full-time employee; such employee shall be entitled to disability benefits as follows:

Disability benefits under this Plan shall be a minimum of 50% of the average annual base salary plus longevity received by the employee in the highest paid three (3) years of service.

The City would be the payer of last resort. Prior to any monies being paid by the City, the benefit will be first offset by the following income:

1. The City's liability shall be decreased by the lifetime annuity value of the employee's accrued assets under the 401 (a) Plan.

"Accrued assets" shall include all contributions and income accumulated in the

plan account whether derived by the contributions made by the employee or employer, including any amounts rolled into the plan. The accrued assets will also include any amounts withdrawn from the 401 (a) Plan or leveraged or liened by the employee for any reason, regardless of whether it was by court order or voluntary decision. The value of any withdrawn amounts shall be calculated as though they remained in the plan and accrued income or value at the applicable rate of the remainder of the employee's assets in the Plan.

2. The employee must exhaust the funds contained in his/her 401 (a) Plan before the City is responsible for disability payments.

3. The City's liability shall also be decreased by any and all amounts the employee receives pursuant to an award, judgment, or decision for benefits against the City, under the Worker's Compensation Act; Heart & Hypertension Act; or the Unemployment Compensation Act.

Section 17.16: SICK LEAVE INCENTIVE

Upon termination of employment, an employee with ten (10) or more years of service and who is a member of the 401(a) Pension plan will be given a one-time bonus for unused sick leave as defined below:

<u>Number of Days</u>	<u>Percentage of sick days paid as a Bonus</u>
81	5%
121	7.5%
162	15%
202	20%
243	25%

Section 17.17: LIFE INSURANCE

Active employees effective with their first day of retirement will receive three thousand (\$3,000) dollars of term life insurance at no cost to the retiree.

Section 17.18: MEDICAL BENEFITS FOR RETIRING EMPLOYEES

The City agrees to allow retiring employees, spouses and dependents the option of purchasing, at the group rate and at the employee's expense, medical benefits until the employee is eligible for Medicare coverage, as long as the City provides this option to other retired employees. This benefit may be modified or eliminated by the City at its option based upon changes in available medical coverage or applicable tax codes.

RSA Plan: The City agrees to establish a retirement savings arrangement to assist employees with retirement health insurance costs as follows:

1. Effective July 1, 2011, and each July 1st thereafter, each member hired prior to July 1, 2015, shall be credited with \$1,000 into their RSA plan capped at \$20,000. Members

- with over twenty (20) years will be frozen at their current accrual.
2. Employees shall be vested into their RSA plan upon completion of ten (10) years of service with the City of New London.
 3. Upon retirement, vested employees with years of service prior to July 1, 2015, shall have \$1,000 per year of prior service credited into their RSA plan.

Section 17.19: 457 CONTRIBUTION

For any employee contributing \$1,000 or more to the City's voluntary 457 Plan in any fiscal year, the City will contribute \$250. Payments will be made at the end of the quarter that the employee contribution is reached.

ARTICLE XVIII
LAYOFFS, DISMISSAL & DISCIPLINARY ACTION

Section 18.1

When it becomes necessary to reduce the force, employee layoffs shall be according to the following factors weighted equally: length of service in the class, and length of service with the City. It is understood that this procedure will not impair the proper operation of the Department.

In the event a layoff is proposed or pending, the Mayor/CEO shall, if possible, inform the Bargaining Unit President thirty (30) days prior to the layoffs taking place.

1. Upon notification the Bargaining Unit President shall contact the Labor Relations Office and arrange a meeting between the affected employees and the City Representative. The purpose of this meeting shall be to determine if and where the affected employees may "bump". Said meeting shall take place not later than fourteen (14) working days prior to the layoff effective date.
2. In the event a laid off employee chooses to "bump" into another position, he/she must notify the Labor Relations Office not later than seven (7) working days from the date of the initial meeting in (1) above.
3. In the event the employee chooses not to "bump" into another position, he/she shall receive any accrued vacation pay and be laid off. A laid off employee shall be placed on a recall list for a period of two (2) years.
4. Layoff shall occur in the following order: part-time employees, probationary employees and finally full-time employees.

Section 18.2

No seasonal, temporary or part-time employees will be used while regular employees are on layoff.

Section 18.3

Recall shall be seniority preference with the most senior employees on layoff recalled first, etc.

Section 18.4

No employee shall be terminated except for just cause. No employee shall be suspended except for cause. The City agrees that it will act in good faith with respect to engaging in other forms of discipline.

A written admonition/reprimand shall not be deemed to have been issued unless the employee has been given a copy, and notation of such reprimand has been made part of the employee's personnel file.

Cases of serious offenses may result in immediate suspension, or in lieu of suspension, the equivalent reduction in wages spread out over a specified period, or discharge. Discharge grievances, however, may be initiated at the Mayor/CEO's level of the grievance procedure.

Normally, disciplinary action will follow this order:

- A) Verbal warning
- B) Written warning
- C) Suspension
- D) Discharge

ARTICLE XIX
DISCRIMINATION

Section 19.1

The provisions of this contract shall be applied equally, in accordance with the law, to all employees without discrimination because of age, sex, marital status, race, color, creed, national origin, sexual orientation, political affiliation or Union membership.

ARTICLE XX
SCOPE

Section 20.1

The terms and provisions herein contained constitute the entire Agreement between the City and the MEU and shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto.

Section 20.2

Should a dispute, pertaining to negotiable matters not covered by this Agreement, arise between the parties hereto, the parties agree to discuss the matters in consonance with the harmonious

spirit of this Agreement.

ARTICLE XXI
PROMULGATION OF POLICIES

Section 21.1

Copies of administrative directives of the Mayor/CEO and Department Heads shall be posted in appropriate places designated by the City for the convenience of all employees and a copy of each shall be furnished to the MEU president.

ARTICLE XXII
GRIEVANCE PROCEDURE

Section 22.1

The basis for a grievance may result from a complaint concerning discharge, suspension, layoff or reduction in grade, or a conflict resulting from the application meaning or interpretation of the provisions of this Agreement.

Section 22.2

Should any employee(s) feel aggrieved, an adjustment may be sought as follows:

Step 1 The employee shall present his/her grievance to his immediate supervisor within five (5) working days of its occurrence. The supervisor will attempt to resolve the grievance within five (5) working days.

Step 2 If the employee is not satisfied with the supervisor's resolution of the grievance, he/she may submit the grievance in writing to his/her Department Head within five (5) working days following receipt of the answer in Step 1 above setting forth a statement of the grievance and the facts involved, a definition of the alleged offense and a statement of the remedy requested. The Department Head shall investigate the matter and render his/her decision in writing within ten (10) working days after receipt of the grievance.

Step 3 If the employee is not satisfied with the action of the Department Head, he/she may, within five (5) working days after receiving the written notification from the Department Head, submit the grievance in writing to the Mayor/CEO or his designated representative who will attempt to resolve the grievance. If no resolution is reached, the Mayor/CEO will render a decision in writing within fifteen (15) days thereafter.

Step 4 In the event the matter is not resolved in Step 3 above, the Union within thirty (30) days following the Step 3 decision shall submit the matter to Arbitration and will request the services of a State Mediator. If mediation is not held before the scheduled date of arbitration, then the mediation will not be required.

Section 22.3

The decision of the Arbitrator(s) shall be final and binding on all parties, after the conclusion of any appeal.

Section 22.4

The grievant and/or two (2) members of the grievance committee participating in the settlement of the grievance during their regular working hours shall be paid at their normal rate of pay by the City.

Section 22.5

Nothing herein shall be construed as prohibiting any employee from processing his/her own grievance up to and including Step 3 above. Only the Union will have the right to file for arbitration unless-waived in writing by the Union.

**ARTICLE XXIII
MANAGEMENT RIGHTS**

Section 23.1

Management Rights - The City reserves all its rights, powers and authority heretofore existing, including, but not limited to the following:

- a. Determine the standards of service to be offered by all Departments and Divisions.
- b. Determine the standards of selection for employment.
- c. Direct its employees.
- d. Take disciplinary action.
- e. Relieve its employees from duty because of lack of work or for other legitimate reasons.
- f. Issue rules and regulations.
- g. Maintain the efficiency of governmental operations.
- h. Determine the methods, means and personnel by which the City's operations are to be conducted.
- i. Determine the content of job classifications.
- j. Exercise complete control and discretion over its organization and the technology of performing its work.
- k. Fulfill all of its responsibilities.

These rights, responsibilities and prerogatives are inherent in the Council of the City of New London and the Mayor/CEO by virtue of Statutory and Charter provisions and cannot

be subject to any grievance.

Section 23.2

The City of New London Personnel Policies Rules and Procedures are incorporated into this Agreement pursuant to the following:

A. In the event of a specific conflict between the Personnel Policies, Rules and Procedures and the Union Contract, the Contract will prevail.

B. In the event a question is raised by either the City or the Union with regard to any present Personnel Rules which affects the working conditions of an employee or employees, the parties hereto agree to meet and negotiate to the extent required by the Municipal Employees Relations Act.

**ARTICLE XXIV
PRIVATE EMPLOYMENT**

Section 24.1

Supervisory, professional and technical employees of the City, it is acknowledged, sometimes seek private employment outside the purview of the City position. It is essential that such private employment does not conflict legally or morally, with their City positions. All pertinent provisions of the City Charter and Ordinances and Administrative Policies, Rules & Procedures apply, including annual notification to the Department Head and Personnel of the type and hours of outside employment.

**ARTICLE XXV
PUBLIC SERVICE**

Section 25.1

The MEU agrees to vigorously promote the ideals of efficiency, courtesy and safety in municipal services and to encourage its individual members to do likewise.

**ARTICLE XXVI
DURATION**

Section 26.1

This Contract, except where otherwise specifically stated, shall remain in effect through June 30, 2026, and thereafter shall continue in effect until a successor agreement is negotiated or awarded, whichever the case may be.

Section 26.2

Either party wishing to amend or modify the Contract shall notify the other party in writing no more than one hundred eighty (180) days nor less than one hundred fifty (150) days prior to such expiration date.

Place Holder.

ARTICLE XXVIII
RESIDENCY

Section 28.1

There shall be no residency requirements for members of this Bargaining Unit.

ARTICLE XXIX
VIDEO DISPLAY UNITS

Section 29.1

The City agrees to abide by all Federal and State regulations pertaining to the video display units and their operators.

ARTICLE XXX
ON-CALL and CALL-OUT PROCEDURES

Section 30.1

- A. In the event the Department Head designates an employee to be "on-call", said employee shall receive \$50.00 per week while on call.
- B. The City will provide any individual on call with a pager and/or mobile phone unit.
1. Employees designated as "on call" are required to maintain their pager and/or mobile phone in an "on" position and to respond to any and all calls.
 2. Failure to respond in a reasonable amount of time may result in discipline.

Section 30.2

- A. Any emergency call out made to an MEU Employee shall result in compensation as follows:
1. Call out requiring response to the work site of the occurrence shall be paid a minimum of two (2) hours of compensation or time worked;
 2. Call out requiring response as a telephone call to resolve the emergency shall be paid one half hour (30 minutes) of compensation per call; and
 3. Compensation shall be accordance with section 5.3 of the working agreement.
- B. The current Public Works Department Call-Out Schedule, is attached as Appendix D, shall be the prevailing policy on call-outs, and may be revised from time-to-time by the Department Head.

C. The Department Head shall set standard operating procedures for supervisory cell phone use.

D. Dispatchers will be notified that they should call the Building Maintenance Manager whenever emergency custodian services are required after hours.

ARTICLE XXXI
POLICY IMPLEMENTING THE FEDERAL HIGHWAY ADMINISTRATION
REGULATIONS ON USE AND ALCOHOL ABUSE

Section 31.1: OVERVIEW

This policy is added to the Bargaining Agreement for members whose job description carry a CDL license or perform safety sensitive functions as defined in Federal Regulations (FHWA, FTA & DOT). Any other members who wish to accept appointments which come under the Federal Regulations must agree to the terms and conditions of this policy.

This policy is designed to enhance safety and productivity and to foster excellence by maintaining a safe and productive environment for employees. The city maintains a strong commitment to a drug-free and alcohol-free workplace and has adopted this policy to provide guidance to supervisors and employees in dealing with drug use and alcohol abuse. This policy is applicable only to City employees subject to Federal regulations (FHWA, FTA, & DOT) on the misuse of alcohol and the use of controlled substances.

To further our commitment to providing a safe, drug-free and alcohol-free environment, the City has adopted the following policies:

an education and training program;

a drug and alcohol testing program for Bargaining Unit Members who perform safety sensitive functions, current employees seeking a transfer to a Bargaining Unit position in which safety-sensitive functions are performed; and a drug testing program for applicants seeking employment as Bargaining Unit Members in positions that require CDL'S or performs safety-sensitive functions;

a program for evaluating Bargaining Unit Members who violate the drug and alcohol abuse policy; and,

administrative procedures for record keeping, reporting, releasing information, and certifying compliance.

Section 31.2: EMPLOYEE CATEGORIES SUBJECT TO TESTING

This policy, in accordance with the Federal Regulation on Drug use and Alcohol abuse (FHWA, FTA, & DOT) applies to members of Local #1303-125 Council #4 AFSCME whose positions require a CDL licenses and/or the performance of safety sensitive positions.

The number of employees affected by this policy may change from time to time.

A Bargaining Unit Member is considered to be performing a safety-sensitive function during any period in which the Bargaining Unit Member is actually performing, ready to perform, or immediately available to perform any safety-sensitive function. An employee who is "on call" for duty is covered by this policy.

The FHWA defines the following functions as safety sensitive:

- (1) All time at a carrier or shipper plant, terminal, facility, or other property, waiting to be dispatched, unless the Bargaining Unit Member has been relieved from duty by the employer.
- (2) All time inspecting equipment as required by the Federal Motor Carrier & Safety Regulations (FMCSRs), or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time.
- (3) All time spent at the driving controls of a commercial motor vehicle.
- (4) All time, other than driving time, spent on or in a commercial motor vehicle (except for time spent resting in the sleeper berth.)
- (5) All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
- (6) All time spent performing the Bargaining Unit Member requirements associated with an accident.
- (7) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

The FTA defines the following functions as safety-sensitive:

- (1) Operating a revenue services vehicle, whether or not the vehicle is in revenue services.
- (2) Operating a non-revenue service vehicle that require drivers to hold a Commercial Driver's License (CDL).
- (3) Controlling dispatch or movement of vehicles.

- (4) Maintaining revenue service vehicles or equipment used in revenue services.
- (5) Carrying a firearm for security purposes

Section 31.3: PROHIBITED CONDUCT

A. Alcohol

As more specifically set forth in subparts 1-5 below, Bargaining Units Members subject to this policy must not consume alcohol: 1) while performing a safety-sensitive function; 2) four hours prior to performing a safety-sensitive function; and, 3) for up to eight hours following an accident or until the Bargaining Unit Member undergoes a post-accident test, whichever occurs first. As referred to in this policy, alcohol means any food, beverage, mixture, or preparation, including any medication, containing ethyl alcohol or other low molecular-weight alcohol including methyl and isopropyl alcohol.

1. Alcohol Concentration

No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

2. Alcohol Possession

No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol, unless the alcohol is manifested and transported as part of a shipment.

3. On Duty Use

No driver shall use alcohol while performing safety-sensitive functions.

4. Pre-Duty Use

No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.

5. Use Following an Accident

No driver required to take a post-accident alcohol test pursuant to this policy shall use alcohol for eight hours following the accident, or until he/she undergoes a post accident alcohol test, whichever occurs first.

B. Controlled Substances Use

Bargaining Unit Members subject to this policy are strictly prohibited from using or ingesting prohibited drugs at any time, except when the use is pursuant to the instruction of a physician who has advised the Bargaining Unit Member that the substance does not adversely affect the employee's ability to safely perform his/her job. Any employee taking such a substance at a physician's instruction must inform the City of such drug use. The City retains the right to verify the use with the employee's physician. Manufacturing, distributing, dispensing,

possessing or using controlled substances in the work place is prohibited pursuant to the Drug-Free Workplace Act.

In accordance with the Drug-Free Workplace Act, any employee who manufactures, distributes, dispenses, possesses, sells, attempts to sell, or arranges to sell a controlled substance to any other person while on duty, whether on or off City of New London property whether on or off duty, shall be subject to discipline up to and including discharge. Action taken will be in accordance with the Bargaining Unit(s) Working Agreement(s) and/or the City's Personnel Rules when applicable.

As referred to in this policy, a controlled substance or drug means marijuana, cocaine, opiate, amphetamines or phencyclidine. FHWA and FTA regulations prohibit the performance of safety-sensitive functions when a prohibited level of any of five specific drugs is detectable in the Bargaining Unit Member's urine

C. Refusal to Submit to Required Alcohol or Controlled Substances Test

Pursuant to this policy, refusal by a Bargaining Unit Member to submit to required testing or failure to pass a drug or alcohol test will lead to disciplinary action, up to and including discharge. Refusal to take a test includes: outright refusal to submit to a test; failure to provide sufficient quantities of breath or urine to be tested without a valid medical explanation after receiving notice of the requirement for testing; or engaging in conduct that clearly obstructs the testing process; or leaving the scene of an accident without a valid reason before tests are conducted and without notifying the City of where he/she can be reached to be made available for testing.

Any Bargaining Unit Member who refuses to submit to a required drug or alcohol test will not be permitted to continue to perform safety-sensitive functions. Under this policy, a refusal to take a test will constitute the equivalent of a positive drug test and an alcohol test of 0.04 or greater.

Section 31.4: DRUG AND ALCOHOL TESTING

Bargaining Unit Members who perform safety-sensitive functions will be subject to testing pursuant to FHWA and FTA regulations. Any testing procedures utilized by the City will conform with applicable federal and state requirements, and the City will conduct the appropriate tests required by applicable law to determine if a Bargaining Unit Member has in his/her system a prohibited level of alcohol or controlled substances.

Pursuant to this policy, any employee who tampers with, falsifies, substitutes, or alters a urine sample, or breath test, or who attempts to do so, shall be subject to disciplinary action, up to and including discharge.

The City will adhere to all required standards of confidentiality. Testing records and results will be released only to those authorized to receive such information. As a general policy, drug and alcohol testing will be conducted off the City premises. Normally, administration of breath tests for alcohol will be performed concurrently with urine collections. However, the City reserves the right to administer breath tests separately from urine collections and to administer breath tests and/or urine collections on City premises.

Where an employee holding a commercial driver license and serving in a position which performs safety-sensitive functions unilaterally and voluntarily discloses to the employer that he or she requires treatment for the abuse and/or misuse of alcohol and controlled substances (drugs), he/she shall not, by virtue of said disclosure, be subject to discipline, but rather, shall be referred to an employee assistance program for treatment.

If it should be determined that the above-referenced employee may not continue to perform safety-sensitive functions, the employee shall be reassigned to a lower classification for which the employee is qualified and compensated at the rate established for the top step of the lower classification provided there is no increase in pay. Provided, however, that for the first thirty (30) calendar days of reassignment there shall not be a reduction in the employees hourly rate of pay and he/she may continue to perform non-safety sensitive functions within his/her job description. Additionally, for sixty (60) calendar days thereafter (a total of ninety (90) calendar days following reassignment) the employees' hourly rate of pay shall be reduced to the top step of a lower classification.

Where an employee cannot continue to perform "safety sensitive functions" as a result of the employee's non-work-related loss of licensure resulting from police action, the employee, notwithstanding the provisions set forth in subparagraph (a) above, upon reassignment to a lower classification, of which he/she qualifies, shall for a period of not more than 180 calendar days, be reduced to the highest step of that lower classification.

Where the restriction/loss of licenser extends beyond 180 calendar days, the City may place the employee in an unpaid status for no more than one year from date of incident and temporarily fill the vacancy internally or via an outside contract.

Section 31.5: EMPLOYEE ASSISTANCE PROGRAM

The City has a commitment to assist its employees through the Employee Assistance Program (EAP). The EAP is administered by Family Services Inc. of New London and is available to safety-sensitive employees for initial counseling and referral services.

Section 31.6: TESTING PROCEDURES

The City will select an appropriate site for the collection of urine and breath samples which meets the requirements specified by the Department of Transportation.

The site selected for collecting urine specimens will provide, at a minimum, a privacy enclosure for urination, a toilet, a suitable, clean writing surface, and a water source for hand washing, which, if practicable, will be located outside the privacy enclosure. The contractor who conducts the collection will ensure that access to the collection site is restricted during collection, that unauthorized persons are not present, and that there are no unobserved entrance points to the testing site. Furthermore, the City shall ensure that the allocation site personnel provided by the contractor protects the dignity and privacy of the donor and that all collection site personnel are trained to prepare the collection site, collect specimens, examine specimens for tampering or sample adulteration, observe collections, split the specimens, and properly label and preserve the chain of custody of the specimens. These steps will be taken to protect the Bargaining Unit Member and the integrity of the drug testing process, safeguard the validity of the test results,

and ensure the test results are attributed to the correct covered Bargaining Unit Member.

Breath alcohol specimens will be collected through the use of an evidential breath testing (“EBT”) device approved by the National Highway Traffic & Safety Administration and will be administered by a breath alcohol technician (“BAT”) trained to proficiency in the operation of the EBT. Breath tests will be conducted at a site that provides privacy to the individual being tested and secured to prevent unauthorized access to the EBT. If the result of the screening test is an alcohol concentration of less than 0.02, no further testing is required, and the test will be reported to the employer as a negative test. If the result is an alcohol concentration of 0.02 or greater, a confirmation test must be performed. This test will be conducted at least 15 minutes, but not more than 30 minutes, after the completion of the initial test. These steps will be taken to protect the Bargaining Unit Member and the integrity of the alcohol testing process, safeguard the validity of the test results, and ensure the test results are attributed to the correct covered Bargaining Unit Member.

Section 31.7: TESTING FOR CONTROLLED SUBSTANCE

FHWA and FTA regulations authorize drug testing of Bargaining Unit Members who perform safety-sensitive functions.

This testing is limited to the following substances:

1. Marijuana;
2. Cocaine;
3. Amphetamines;
4. Opiates (e.g., heroin, codeine); and,
5. Phencyclidine (PCP).

Before performing a drug test under this part the City shall notify the covered employee that the drug test is required.

Section 31.8: TESTING FOR ALCOHOL

Breath testing of Bargaining Unit Members will be performed pursuant to FHWA and FTA regulations. Any time an employee is required to provide a urine sample for testing under this policy, a breath test for the detection of alcohol may be administered.

Section 31.9: ROLE OF THE MEDICAL REVIEW OFFICER (MRO)

All urinalysis drug test results will be communicated by the laboratory to a specially trained physician serving as MRO. The MRO will notify the City directly if a Bargaining Unit Member’s test result is negative. If the test result is positive, the MRO will contact the Bargaining Unit Member to discuss the test, to determine if the positive result is valid and to notify the Bargaining Unit Member that he/she has 72 hours to request a test of the split specimen. If, after making all reasonable efforts and documenting those efforts, the MRO is unable to reach the Bargaining Unit Member, the MRO shall contact a designated management official, who shall direct the Bargaining Unit Member to contact the MRO within 24 hours. The City will be informed only that the individual has tested positive or negative. If the test is positive, the identity of the specific drugs involved, as well as other information regarding the

test, will be disclosed to the City by the MRO.

Section 31.10: ROLE OF THE SUBSTANCE ABUSE PROFESSIONAL (SAP)

All Bargaining Unit Members, including those who have been terminated, who have a verified positive drug test or a confirmed alcohol test result of 0.04 or greater will be evaluated by a SAP to determine what assistance, if any, the Bargaining Unit Member needs to resolve problems associated with prohibited drug use or alcohol misuse. After evaluating such a Bargaining Unit Member, the SAP will recommend to the Bargaining Unit Member the steps, if any, he/she should take to resolve his/her problems.

Bargaining Unit Members permitted to return to work following a positive test will be reevaluated by the SAP to determine whether the Bargaining Unit Member has complied with the SAP's recommendations. After that evaluation, the SAP will recommend to the employer the number and frequency of follow-up alcohol and/or drug tests following the Bargaining Unit Member's return to duty. The follow-up testing shall consist of at least six tests in the first twelve months following the Bargaining Unit Member's return to duty. After that period of time, the substance abuse professional may recommend to the employer the frequency and duration of follow-up testing, providing that the follow-up period ends 60 months after the employee returns to duty. Finally, the SAP will recommend to the City whether or not the Bargaining Unit Member should be subject to both drug and alcohol follow-up tests.

Section 31.11: TYPES OF TESTING

The City will perform the following types of drug and alcohol testing:

1. Pre-Employment Testing;
2. Reasonable Suspicion Testing;
3. Post-Accident Testing;
4. Random Testing;
5. Return to Duty Testing; and,
6. Follow-up Testing.

A. Pre-Employment Testing

All applicants for and current employees seeking transfers to employment as a Bargaining Unit Member who will perform safety-sensitive functions will be informed in writing of the testing requirements and will undergo a pre-employment drug and alcohol test. The City will not hire an applicant or transfer an employee to such a position unless the result of the applicant or employee's drug test is negative and the alcohol test indicates an alcohol concentration of less than 0.04. The City also will make reasonable efforts to contact each of the applicant's employers over the previous two-year period to determine if the employee has tested positive for either drugs or alcohol. The City will document this effort clearly and will maintain these records for a minimum of five years. The applicant must provide consent for the City to obtain this information. Failure to provide consent will disqualify an applicant from employment or disqualify an incumbent employee's application for transfer into a Bargaining Unit position in which he/she performs safety-sensitive functions or requires a CDL. If the employee has tested positive while previously employed, the City must verify that the employee completed the

rehabilitation recommended by the SAP and obtained a verified negative test result.

1. Consequences of Positive Test Result

A positive pre-employment test for drugs shall be considered sufficient grounds to disqualify the applicant or incumbent employee from employment with the City in a position which requires a CDL and/or performs safety-sensitive functions. In addition, an incumbent employee whose test result is positive will be subject to the same consequences as an employee whose results of a random test were positive.

The City will not assign an applicant or incumbent employee who has failed a drug test, or who has refused to take a test, to a position requiring CDL licenses and/or the performance of safety-sensitive functions.

B. Reasonable Suspicion Testing

Bargaining Unit Members who perform safety-sensitive functions will be required to submit to a drug or alcohol test when the City has a reasonable suspicion that the Bargaining Unit Member has used a prohibited drug or misused alcohol. Reasonable suspicion is established if a supervisor trained in detecting the signs of alcohol misuse and drug use reasonably concludes, based on his/her observation, and in consultation with another trained personnel that the Bargaining Unit Member has used drugs or ingested alcohol. The determination that reasonable suspicion to test exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the Bargaining Unit Member.

The City will direct a Bargaining Unit Member to undergo reasonable suspicion testing for alcohol only if such observations are made while the Bargaining Unit Member is performing safety-sensitive functions or just before or just after the Bargaining Unit Member performs such functions. If an alcohol test is not administered within 2 hours following a determination that a reasonable suspicion to test exists, the City shall prepare and maintain on file a record stating the reasons the alcohol test was not administered. Additionally, a reasonable suspicion test for alcohol must be performed within 8 hours following a determination that reasonable suspicion to test exists. If a reasonable suspicion test is not performed within two hours after such a determination, the City will prepare and maintain a record stating the reasons the test was not promptly administered. A written record of the observations leading to a controlled substance reasonable suspicion test shall be made and signed by the supervisor or company official within 24 hours of the observation, or before the test results are released, whichever is earlier.

A Bargaining Unit Member who undergoes suspicion testing will be removed from service without pay pending the test results. If the test results are negative, the Bargaining Unit Member will be returned to work and paid for any time lost.

1. Consequence of Positive Test Result

Pursuant to this policy, if the reasonable suspicion drug or alcohol test result is positive, the Bargaining Unit Member will be removed from the safety-sensitive position and will be subject to discipline, up to and including discharge, as determined by the City's Personnel Rules and Regulations. The Bargaining Unit Member shall, at a minimum, be subject to the same

consequences applied to Bargaining Unit Members following a positive random test. If the Bargaining Unit Member is not discharged, the Bargaining Unit Member shall, at a minimum, be subject to the same requirements regarding assessment, rehabilitation, and return-to-work testing applied to Bargaining Unit Members following a positive random test.

C. Post Accident Testing

Tests for the use of prohibited drugs and misuse of alcohol will be administered as soon as possible after an accident involving a commercial motor vehicle. Each surviving Bargaining Unit Member who was performing a safety-sensitive function with respect to the vehicle will be tested at the time of the accident if the accident involved the loss of a human life. Additionally, each Bargaining Unit Member who received a citation (including a written warning) for a moving traffic violation arising from the accident will be tested if either of the following has occurred:

anyone involved in the accident receives immediate medical attention away from the accident; or

any of the involved vehicles are disabled and must be towed from the scene, except where the vehicle's disability is entirely due to a flat tire.

Post-accident tests will be conducted as soon as possible following the accident. Drug tests must be performed within 32 hours and alcohol tests within two hours of the accident. If a test required by this section is not administered within two hours following the accident, the City will prepare and maintain on file a record stating the reason that the test was not administered promptly. If the alcohol test is not administered within 8 hours after the accident, the City will cease efforts to administer the test and will maintain the same documents. If the drug test is not administered within 32 hours, the City will cease efforts to test for drugs and will prepare and maintain the same type of record.

The results of a breath or blood test for the use of alcohol or a urine test for the use of controlled substances, conducted by federal, state or local officials having independent authority for the test, shall be considered to meet the requirements of this section, provided such test conform to applicable federal, state or local requirements and the City receives the results of the test from the jurisdiction or the Bargaining Unit Member. If a Drug or Alcohol Test cannot be performed by the City's contractor due to medical treatment being given the employee, any drug and/or alcohol tests conducted by the provider of the medical care shall be released to the contractor's Medical Review Officer.

These testing requirements will not delay necessary medical attention for injured people, nor will they prohibit a Bargaining Unit Member who was performing a safety-sensitive function from leaving the scene of an accident to obtain assistance in responding to the accident or to obtain necessary emergency medical care. However, Bargaining Unit Members performing a safety-sensitive function must remain readily available for testing for 32 hours. This means the Bargaining Unit Member must ensure that the City knows of his/her whereabouts for at least a 32-hour period following an accident, or until post-accident drug and alcohol tests have been completed, whichever occurs first. A Bargaining Unit Member who is not available for testing will be considered to have refused to submit to testing unless his/her unavailability is attributable to efforts to obtain assistance in responding to the accident or obtaining necessary emergency

medical care. Bargaining Unit Members will be provided with necessary post-accident information, procedures and instructions prior to operating a commercial motor vehicle so they will be able to comply with this policy. The City will consider a Bargaining Unit Member who is not available for testing to have refused to submit to testing. A Bargaining Unit Member subject to post-accident testing must refrain from consuming alcohol for 8 hours following the accident or until he/she submits to an alcohol test, whichever comes first.

1. Consequences of Prohibited Conduct

Pursuant to City policy, if the result of either test (drug or alcohol) is positive, the Bargaining Unit Member will be removed from the safety-sensitive position and will be subject to discipline, up to and including discharge, as determined by the City. In no event shall the consequences of a positive post-accident drug or alcohol test be less than the consequences of a positive random drug or alcohol test. Please refer to Consequences of Positive Test Results, Random Test. If the Bargaining Unit Member is not discharged, the Bargaining Unit Member shall, at a minimum, be subject to the same requirements regarding assessment by a SAP, rehabilitation, follow-up and return-to-work testing applied to Bargaining Unit Members following a positive random test.

Pursuant to FHWA/FTA regulations, a Bargaining Unit Member who refuses to submit to post-accident drug and alcohol tests after a fatal accident will be disqualified from performing safety-sensitive functions for one year. Additionally, the City will treat the Bargaining Unit Member as if he/she had a positive drug test and an alcohol concentration of greater than 0.04.

D. Random Testing

Random testing will be conducted at least at the rate established by law for all covered employees performing safety-sensitive functions and whose jobs require a CDL. Random applied tests will be unannounced and spread reasonable throughout the year. There will be no pattern to when random tests will be conducted, and all affected Bargaining Unit Members will have an equal chance of being selected for testing from the random pool each time a random selection is conducted. Bargaining Unit Members shall remain in the pool even after being selected and tested. A Bargaining Unit Member, therefore, may be selected for a random test more than once during a year.

Bargaining Unit Members will be selected anonymously using an identification number having no correlation to their names. The Bargaining Unit Member must report to the collection site immediately after receiving notification of his/her selection from the random pool. It is the responsibility of the City's contractor to maintain the data base of Bargaining Unit Members who perform safety-sensitive functions and who's job requires a CDL to perform the random selection of Bargaining Unit Members to be tested each month. In the event a randomly selected Bargaining Unit Member is absent from work on the day his/her test was scheduled, the Bargaining Unit Member will be tested immediately upon his or her return to work as practicable, unless the employee fails to return to work before the next randomly selected testing date. In such an event, an additional Bargaining Unit Member identification number will be selected for each absent Bargaining Unit Member previously selected for testing. In the event it is necessary to collect a urine specimen from a Bargaining Unit Member for random testing outside his or her regular work hours, the Bargaining Unit Member will be paid for the extra time

at the applicable overtime rate. A covered employee shall only be subject to random tested for alcohol and controlled substances while the employee is performing a safety-sensitive function or just before or just after the driver is to perform safety-sensitive functions.

1. Consequences of Positive Test Results

After learning of a Bargaining Unit Member whose random drug test is positive or whose alcohol test result is 0.04 or greater, the City will suspend the safety-sensitive employee until he/she has been evaluated by the SAP, completed all recommended treatment, and taken a return-to-duty drug and/or alcohol test with a verified negative result. During the suspension period, the employee will be allowed to use accrued earned days and vacation time, if any. If the employee has no accrued earned day or vacation time, or if they are exhausted during the suspension, the employee may use accrued sick leave, if any.

The second positive result in any type of drug and/or alcohol test (transfer, random, reasonable suspicion, post-accident, return-to-duty, or follow-up) will result in immediate termination.

E. Return-To-Duty Testing

A Bargaining Unit Member with a verified positive drug test result, an alcohol test result of 0.04 or greater, a refusal to submit to a test, or any other activity violating this policy or state or federal law may not return to work until he/she is evaluated by a SAP and passed a return-to-duty drug or alcohol test. To take the return to duty test, the Bargaining Unit Member must be released for return to duty by a SAP who has concluded that the Bargaining Unit Member has followed the recommendations for treatment made by the SAP. To pass the return-to-duty test, the result must be a verified negative drug test result and/or an alcohol test result of less than 0.02.

The City will not use a Bargaining Unit Member who previously tested positive but has not been re-certified and tested negative.

1. Consequences of Positive Test Result

Any positive return-to-duty drug test or any return-to-duty alcohol test with a result of 0.02 or higher for a Bargaining Unit Member subject to return-for-duty testing will be grounds for and result in immediate termination.

F. Follow-Up Testing

Employees permitted to return to duty are subject to unannounced follow-up testing for at least 12, but not more than 48, months after returning to duty. Follow up testing for alcohol will be conducted only when the Bargaining Unit Member is performing safety-sensitive functions or just before or just after the Bargaining Unit Member performs such functions. The City will determine the frequency and duration of the follow-up testing in consultation with the SAP and the MRO. A minimum of 6 follow-up tests during the first 12 months after the employee has returned to duty will be performed. This testing will be conducted separate from and in addition to the regular random testing program. Accordingly, Bargaining Unit Members subject to follow-up testing will remain in the standard random pool and will be tested whenever their names come up for random testing, even if this means being tested twice in the same day, week or month.

If a Bargaining Unit Member is subject to follow-up tests, the Bargaining Unit Member may be required to take one or more follow-up alcohol tests with a result of less than 0.04. If the employee is subject to follow-up drug tests, the employee may be required to take one or more follow-up drug tests with a verified negative result.

1. Consequence of Positive Test Result

Any positive test result for a Bargaining Unit Member subject to follow-up testing (including the positive result of a safety-sensitive job transfer, random, reasonable suspicion, post-accident, or other test) will be grounds for and result in immediate termination.

Section 31.12: CONSEQUENCES OF ENGAGING IN DRUG AND ALCOHOL-RELATED CONDUCT

A. Controlled Substance

A Bargaining Unit Member who tests positive for drugs or refuses to submit to a drug test will be removed from performing safety-sensitive functions immediately. Pursuant to this policy, a verified positive drug test may subject the employee to discipline, up to and including discharge. A Bargaining Unit Member who tests positive for drugs or refuses to submit to a drug test may not perform a safety-sensitive function until he/she has been evaluated by a SAP in consultation with the MRO, completed all recommended treatment, and taken a return-to-duty drug test with a verified negative result. The City retains the right to terminate or otherwise discipline a Bargaining Unit Member who tests positive for drugs or refuses to submit to a drug test.

B. Alcohol

Bargaining Unit Members are prohibited from possessing unmanifested alcohol, alcohol-containing products or medication that is not specifically manifested to be on the truck or bus. Any Bargaining Unit Member who has an alcohol concentration of 0.02 or greater but less than 0.04 (impaired but not positive) may not perform a safety-sensitive function until the start of his/her next regularly scheduled duty period, provided such period is not less than 24 hours following administration of the alcohol test. Said bargaining unit member should be subject to discipline. For the first offense, the bargaining unit member in accordance with the regulations will be sent home without pay and receive a verbal warning. For the second offense, the employee will be sent home without pay and receive a written warning. For the third offense, the bargaining unit member will be sent home without pay and receive a total suspension of five workdays. Any bargaining unit member who has an alcohol concentration of 0.02 or greater but less than 0.04 in four tests given for any reason (transfer, random, reasonable suspicion, or post-accident) over a 48-month period will be subject to immediate termination.

A Bargaining Unit Member, whose alcohol test reveals a breath alcohol concentration of 0.04 or greater will not be permitted to perform a safety-sensitive function until he/she has been seen by a SAP, completed all recommended treatment, and passed a return-to-duty test with a breath alcohol concentration of less than 0.02. In the event a bargaining unit member performing a safety-sensitive function fails a post-accident drug and/or alcohol test or fails for the second time follow-up testing, random testing, reasonable suspicion and/or CDL physical testing, the

City retains the right to terminate immediately.

Section 31.13: RETESTING AT THE EMPLOYEE'S REQUEST

FHWA regulations provide for a “split sample” procedure which requires a portion of each urine specimen to be retained in a separate, sealed container. A Bargaining Unit Member whose urine test is positive may request that the split sample be tested at a separate laboratory meeting the required Federal certification. FHWA regulations require that the Bargaining Unit Member makes such request to the MRO within 72 hours of learning of a verified positive test.

All costs associated with retesting or split sample testing must be prepaid by the Bargaining Unit Member, including shipping and handling, transportation, testing and reporting to the MRO. Payment for split sample testing must be made by the Bargaining Unit Member within 72 hours of the request to the MRO for the test. If the result to the retest or split sample test is negative, the costs will be reimbursed to the Bargaining Unit Member. The City will review the results of a retest in consultation with laboratory staff and the MRO. If the results of the retest are negative, the City reserves the right to require the Bargaining Unit Member to provide a new urine sample for testing. If the City does not require a new test, or if the results of this new test are negative, the Bargaining Unit Member will be reinstated with no loss of seniority and paid for lost back wages, and void the record of discipline, if any, resulting from the primary specimen.

Section 31.14: NOTIFICATION OF CONVICTIONS

Pursuant to the requirements of the Drug-Free Workplace Act, employees must notify the City within five days of any criminal drug statute conviction for a violation occurring in the workplace.

Section 31.15: CONTACT PERSON

FHWA/FTA regulations require that a single contact person be identified to answer questions about this policy. For the purposes of this policy, the contact person will be the City Manger or his designee.

Section 31.16: EFFECTS OF ALCOHOL

FHWA regulations require that written drug and alcohol policies include a discussion of the effects of alcohol misuse. That information is contained in the attached “Alcohol Fact Sheet” which appeared as part of the “Implementation Guidelines for Drug and Alcohol Regulations in Mass Transit,” issued by the FTA’s Office of Safety and Security.

Section 31.17: EFFECTS OF CONTROLLED SUBSTANCES

FHWA regulations require that written drug and alcohol policies contain a discussion of the effects of controlled substance use. That information is contained in the attached controlled substance “Fact Sheets” which appeared as part of the “Implementation Guidelines for Drug and Alcohol Regulations in Mass Transit,” issued by the FTA Office of Safety and Security.

Section 31.18: EDUCATION AND TRAINING

A. Education

FTA regulations require display and distribution of: informational material and a community service hot-line telephone # for employee assistance if available.

B. Training

1. Supervisors

Supervisors responsible for determining when to administer reasonable suspicion tests will receive training. This training will consist of at least 60 minutes for alcohol awareness training and at least 60 minutes for drug awareness training.

2. Covered Employees

FTA regulations require at least 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment and on the signs and symptoms which may indicate prohibited drug use.

Section 31.19: REFERRAL, EVALUATION, AND TREATMENT


A covered employee who has a verified positive drug test result or refuses to submit to a drug test shall be advised by the City of the resources available to the covered employee in evaluating and resolving problems associated with prohibited drug use, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

Section 31.20

The city and the union shall agree to continue the DOT Drug and Alcohol Testing Policy and Program above and to the establishment of a random drug and alcohol testing program for all employees not covered under the current DOT program. Said policy, once established, shall take effect no earlier than 7-1-12.

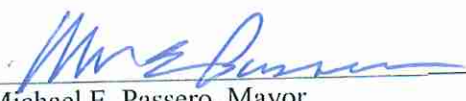
IN WITNESS WHEREOF, the undersigned parties have set their hand and seal this 14th day of June, 2023:

THE MUNICIPAL EMPLOYEES UNION
LOCAL 1303-125, COUNCIL 4
AFSCME, AFL-CIO




Judithyn Cox, President
AFSCME Council 4, Local 1303-125

THE CITY OF NEW LONDON




Michael E. Passero, Mayor



Cherlyn Poindexter
Staff Representative
AFSCME Council 4



Steve L. Fields
Chief Administrative Officer



Tina Ann Collins
Director of Personnel

**APPENDIX A
CURRENT POSITIONS IN THE MEU**

Position Title	Work Week	Grade	Uniform Allowance
Deputy Director of Finance/Treasurer	35	20	
Deputy Director of Public Works/Superintendent	40	19	*
Project and Accounting Manager	35	18	
Civil Engineer	35	15	*
Senior Accountant	35	14	
Building Official	35	14	*
Assessor	35	13	
Economic Development Coordinator	35	12	*
Collector of Revenues/Tax Collector	35	12	
City Planner	35	11	
Assistant Building Official	35	11	*
Planning, Zoning & Wetlands Official	35	11	*
Comm & Econ Development Project Coordinator	35	10	
Accounting/Purchasing Agent	35	10	
Deputy Tax Collector/Assistant Collector of Revenues	35	9	
Senior Systems Analyst	35	8	
Grants and Project Manager	35	8	
Housing and Community Outreach Coordinator	35	8	
Assistant Director of Recreation	35	6	
Grants Manager	35	6	
Senior Citizen Coordinator	35	6	
Engineering Technician	35	5	*
Buildings, Housing, and Code Inspector	35	5	*
Housing Rehabilitation Coordinator	35	5	*
Systems Analyst	35	5	
Coordinator of Youth Grants and Services	35	5	
Commercial and Property Appraiser	35	4	
Neighborhood Coordinator	35	3	
ODP Administrative Manager	35	2	
Public Works Administrative Manager	35	2	

Aquatics and Recreation Coordinator	35	2	
Early Childhood & Family Program Coordinator	35	2	
Teen Dev & Employment Program Coordinator	35	2	
Grants Coordinator	35	1	
Blight Enforcement Officer	35	1	*

APPENDIX B-3
SALARY SCHEDULE
7/1/2022

MEU WAGE SCALE, 7-1-2022 AT 3.0%

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	Average Step Difference
1	63,589	65,496	67,461	69,484	71,568	73,716	2,025
2	65,707	67,678	69,709	71,800	73,955	76,173	2,093
3	67,828	69,864	71,960	74,118	76,341	78,632	2,161
4	69,948	72,047	74,208	76,434	78,727	81,089	2,228
5	72,068	74,229	76,456	78,750	81,113	83,546	2,296
6	74,186	76,413	78,705	81,066	83,499	86,004	2,364
7	76,306	78,596	80,955	83,382	85,883	88,460	2,431
8	78,426	80,780	83,202	85,698	88,269	90,918	2,498
9	80,547	82,962	85,451	88,014	90,655	93,375	2,566
10	82,665	85,145	87,700	90,331	93,041	95,831	2,633
11	84,785	87,328	89,949	92,648	95,426	98,289	2,701
12	86,905	89,512	92,196	94,964	97,812	100,747	2,768
13	89,025	91,696	94,446	97,280	100,197	103,203	2,836
14	91,143	93,878	96,695	99,595	102,583	105,660	2,903
15	93,263	96,061	98,943	101,912	104,969	108,118	2,971
16	95,383	98,244	101,191	104,228	107,355	110,574	3,038
17	97,501	100,428	103,440	106,544	109,739	113,032	3,106
18	99,622	102,610	105,689	108,860	112,126	115,490	3,174
19	101,742	104,794	107,938	111,175	114,511	117,946	3,241
20	103,862	106,976	110,187	113,492	116,896	120,403	3,308

APPENDIX B-3
SALARY SCHEDULE
7/1/2023

MEU WAGE SCALE, 7-1-2023 AT 3.0%

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	Average Step Difference
1	65,497	67,461	69,485	71,569	73,715	75,927	2,086
2	67,679	69,709	71,801	73,954	76,173	78,458	2,156
3	69,863	71,960	74,119	76,342	78,631	80,991	2,226
4	72,047	74,208	76,434	78,727	81,089	83,522	2,295
5	74,230	76,456	78,750	81,112	83,546	86,052	2,365
6	76,412	78,705	81,066	83,497	86,004	88,584	2,434
7	78,595	80,954	83,383	85,884	88,460	91,114	2,504
8	80,779	83,203	85,698	88,269	90,918	93,646	2,573
9	82,963	85,451	88,014	90,654	93,374	96,176	2,643
10	85,145	87,699	90,331	93,041	95,832	98,706	2,712
11	87,329	89,948	92,647	95,427	98,289	101,238	2,782
12	89,512	92,197	94,962	97,813	100,746	103,769	2,851
13	91,695	94,446	97,279	100,198	103,203	106,299	2,921
14	93,878	96,694	99,596	102,583	105,661	108,830	2,990
15	96,061	98,942	101,912	104,970	108,118	111,362	3,060
16	98,244	101,191	104,226	107,355	110,576	113,891	3,129
17	100,426	103,441	106,544	109,740	113,031	116,423	3,199
18	102,611	105,689	108,860	112,125	115,489	118,955	3,269
19	104,794	107,938	111,176	114,511	117,946	121,484	3,338
20	106,978	110,186	113,493	116,897	120,403	124,015	3,407

APPENDIX B-3
SALARY SCHEDULE
7/1/2024

MEU WAGE SCALE, 7-1-2024 AT 3.0%

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	Average Step Difference
1	67,461	69,484	71,569	73,716	75,927	78,205	2,149
2	69,709	71,800	73,955	76,173	78,458	80,812	2,221
3	71,959	74,119	76,343	78,632	80,990	83,421	2,292
4	74,208	76,434	78,727	81,089	83,522	86,027	2,364
5	76,457	78,750	81,113	83,546	86,052	88,634	2,435
6	78,704	81,066	83,498	86,002	88,584	91,242	2,507
7	80,953	83,383	85,885	88,460	91,113	93,847	2,579
8	83,202	85,699	88,269	90,917	93,645	96,455	2,651
9	85,452	88,015	90,655	93,374	96,176	99,062	2,722
10	87,700	90,330	93,041	95,832	98,707	101,667	2,793
11	89,949	92,647	95,427	98,290	101,238	104,275	2,865
12	92,197	94,963	97,811	100,747	103,768	106,883	2,937
13	94,446	97,280	100,198	103,204	106,299	109,488	3,008
14	96,694	99,595	102,583	105,661	108,831	112,095	3,080
15	98,943	101,911	104,969	108,119	111,361	114,702	3,152
16	101,192	104,227	107,353	110,576	113,893	117,308	3,223
17	103,439	106,544	109,740	113,032	116,422	119,916	3,295
18	105,689	108,859	112,125	115,489	118,954	122,523	3,367
19	107,938	111,176	114,511	117,946	121,485	125,129	3,438
20	110,187	113,491	116,898	120,404	124,015	127,735	3,510

APPENDIX B-3
SALARY SCHEDULE
7/1/2025

MEU WAGE SCALE, 7-1-2025 AT 3.0%

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	Average Step Difference
1	69,485	71,569	73,716	75,927	78,204	80,551	2,213
2	71,800	73,954	76,173	78,458	80,812	83,236	2,287
3	74,118	76,342	78,633	80,991	83,420	85,923	2,361
4	76,434	78,727	81,089	83,521	86,027	88,608	2,435
5	78,750	81,112	83,546	86,052	88,634	91,293	2,509
6	81,066	83,498	86,003	88,582	91,242	93,979	2,583
7	83,382	85,884	88,461	91,114	93,847	96,663	2,656
8	85,698	88,270	90,917	93,645	96,454	99,349	2,730
9	88,016	90,655	93,374	96,175	99,061	102,033	2,804
10	90,331	93,040	95,833	98,707	101,669	104,717	2,877
11	92,647	95,426	98,290	101,239	104,275	107,403	2,951
12	94,963	97,812	100,745	103,769	106,881	110,089	3,025
13	97,280	100,198	103,204	106,300	109,488	112,773	3,099
14	99,595	102,583	105,661	108,830	112,096	115,457	3,173
15	101,911	104,968	108,118	111,362	114,702	118,143	3,246
16	104,227	107,354	110,574	113,893	117,310	120,827	3,320
17	106,542	109,740	113,032	116,423	119,915	123,513	3,394
18	108,860	112,125	115,489	118,954	122,523	126,199	3,468
19	111,176	114,511	117,946	121,484	125,129	128,883	3,541
20	113,492	116,896	120,405	124,016	127,736	131,567	3,615

APPENDIX C – HEALTH CARE PROVISIONS

GENERAL	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
Covered Person Annual Deductible	\$350 per person, \$1400 family maximum*	\$300 individual, \$600 two person, \$900 family
Out-of-Network Cost-Share (Coinsurance after meeting Deductible)	Not Applicable	20% of allowable charges+ 100% of billed charges in excess of allowable charges
Covered Person Cost-Share Limit (excluding Deductible)	Not Applicable	\$2000 individual, 54000 family
Covered Person Out-of-Pocket Maximum per year HEP Members	Not Applicable	\$2300 individual, \$4900 family
Covered Person Out-of-Pocket Maximum per year	\$350 per person \$1400 family maximum	\$2300 individual, \$4900 family (Excludes In-Network Deductible due from Non-HEP members)
Lifetime Maximum	None	None
Person responsible for obtaining Prior Authorization	Participating Provider or Physician	Member
PREVENTIVE SERVICES	Patient Share	Patient Share
Well Child Care:	No Co-pay	Deductible plus Coinsurance
Adult Physical Exams:	No Co-pay	Deductible plus Coinsurance
Preventive Gynecological Visit	No Co-pay	{?deductible plus Coinsurance
Mammography	No Co-pay	Deductible plus Coinsurance
Immunizations and Vaccinations Includes those needed for travel	No co-pay	Deductible plus Coinsurance
MEDICAL SERVICES	Patient Share	Patient Share
Primary Care Physician	\$15 Co-pay	Deductible plus Coinsurance
Specialist Physician (includes in-office procedures)	\$15 Co-pay)	Deductible plus Coinsurance
Vision exam and Refraction:	\$15 Co-pay 1 exam per year (when performed as part of an exam	Deductible plus Coinsurance 1 exam every other year (when performed as part of an exam)
Routine Hearing Screening: One per calendar year (when performed as part of an exam)	No Co-pay*	Deductible plus Coinsurance
Maternity Outpatient (first visit only)	\$15 Co-pay*	Deductible plus Coinsurance

*Non-HEP members must satisfy In-Network Deductible to obtain services at no Co-pay.

GENERAL	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
MEDICAL SERVICES	Patient Share	Patient Share
Outpatient Surgery performed in hospital or licensed ambulatory surgery center (Includes colonoscopy) (Prior Authorization required)	No Co-pay*	Deductible plus Coinsurance
Allergy Office Visit/Testing	\$15 Co-pay*	Deductible plus Coinsurance
Allergy Injections Immunotherapy or other therapy treatments	No Co-pay*	Deductible plus Coinsurance
Infertility Services-Office Visit	\$15 Co-pay*	Deductible plus Coinsurance
HOSPITAL SERVICES	Patient Share	Patient Share
All Inpatient Admissions including Childbirth (Prior Authorization required)	No Co-pay*	Deductible plus Coinsurance
Specialty Hospital (Prior authorization required) Utilization limit	No Co-pay* None	Deductible plus Coinsurance 60 days per Covered Person
Skilled Nursing Facility (Prior authorization required) Utilization limit	No Co-pay* None	Deductible plus Coinsurance 60 days per Covered Person
Inpatient Hospice Care (Prior authorization required) Utilization limit	No Co-pay* None	Deductible plus Coinsurance 60 days per Covered Person
EMERGENCY/ URGENT CARE SERVICES	Patient Share	Patient Share
Emergency Room Treatment Waived if patient Admitted to hospital	\$35 Co-pay	\$35 Co-pay
Urgent Care Clinic	\$15 Co-pay	\$15 Co-pay
Walk-in Clinic	\$15 Co-pay*	Deductible plus Coinsurance
Emergency Ambulance	No Co-pay	No Co-pay
OTHER HEALTHCARE SERVICES	Patient Share	Patient Share
High Cost Radiological & Diagnostic Tests: MRI, MRA, CAT, CTA, PET and SPECT scans (Prior authorization required)	No Co-pay*	Deductible plus Coinsurance
Diagnostic, Laboratory and X-ray Services	No Co-pay*	Deductible plus Coinsurance
Radiation Therapy	No Co-pay*	Deductible plus Coinsurance
Nutritional Counseling Maximum of 3 visits per Covered Person per Calendar Year	No Co-pay*	Deductible plus Coinsurance

GENERAL	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
OTHER HEALTHCARE SERVICES	Patient Share	Patient Share
Private Duty Nursing (Prior Authorization Required)	No Co-pay*	Deductible plus Coinsurance
Home Health Care	No Co-pay*	Deductible plus Coinsurance
Utilization Limits	200 visits per year	200 visits per year
In-Home Hospice	No Co-pay*	Deductible plus Coinsurance 200 visits per year
Durable Medical Equipment and Prosthetic Devices (Prior Authorization may be required)	No Co-pay*	Deductible plus Coinsurance
Acupuncture Limit	\$15 Co-pay 20 visits per year	Deductible plus Coinsurance 20 visits per year (Prior Authorization required)
Infusion Therapy Unlimited	No Co-pay*	Deductible plus Coinsurance
OUTPATIENT REHABILITATION SERVICES	Patient Share	Patient Share
Physical or Occupational Therapy Prior Authorization may be required ¹ Benefit limit	No Co-pay* Unlimited	Deductible plus Coinsurance 30 visits per year
Chiropractic Therapy Benefit Limit	No Co-pay* Unlimited	Deductible plus Coinsurance 30 visits per year
Speech therapy: Covered only for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx Benefit limit:	No Co-pay* Unlimited	Deductible plus Coinsurance 30 visits per Calendar Year
Autism Services: Behavioral, Outpatient, Rehabilitation, Physical, occupational, and speech therapy	No Co-pay*	Deductible plus Coinsurance
Cardiac Rehabilitation Therapy	No Co-pay*	Deductible plus Coinsurance
Other Therapy Services: Radiation, Chemotherapy for treatment of cancer, Electroshock, Kidney Dialysis in Hospital or free-standing dialysis center	No Co-pay*	Deductible plus Coinsurance

GENERAL	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
MEDICAL DEVICES/SUPPLIES	Patient Share	Patient Share
Home Oxygen Diabetic equipment and supplies	No Co-pay*	Deductible plus Coinsurance
Specialized Formula Prior Authorization required	No Co-pay*	Deductible plus Coinsurance
Wig - Covered only for patient who suffers hair loss as result of chemotherapy (Maximum \$350 per Covered Person per Calendar Year)	No Co-pay*	No Co-pay
Foot Orthotics-Coverage varies by carrier	No Co-pay*	Deductible plus Coinsurance
Medical and Ostomy Related Services	No Co-pay*	Deductible plus Coinsurance
MENTAL HEALTH & SUBSTANCE ABUSE	IN-NETWORK Patient Share	OUT-OF-NETWORK Patient Share
Outpatient Treatment for Mental Health Care (Prior Authorization required)	\$ 15 per visit	Deductible plus Coinsurance
Inpatient Treatment In a Hospital or Residential Treatment Center for Mental Health Care (Prior Authorization required)	Same as Inpatient Cost-Share	Deductible plus Coinsurance
Outpatient: Substance Abuse (Prior Authorization required)	\$15 per visit	Deductible plus Coinsurance
Inpatient Substance Abuse Treatment In a Hospital or Substance Abuse Treatment Facility (Prior Authorization required)	Same as Inpatient Cost-Share	Deductible plus Coinsurance
PENALTY		
Penalty for Failure to Obtain Prior Authorization for Covered Services		\$500 or 20% of allowable charges, whichever is less, plus 100% of billed amount in excess of allowable charges

Your Personal Prescription Benefit Program CT Partnership Plan

Your prescription benefit plan, administered by CVS Caremark, is designed to bring you quality pharmacy care that will help you save money.

Following is a brief summary of your prescription benefits. On the reverse side, you will find details about the State of Connecticut Maintenance Drug Network, which offers two ways for you to save on your long-term medications.

	Acute Medications For short-term medications (Up to a 90-day supply)	Maintenance Medications For long-term medications (Up to a 90-day supply) (Mandatory Mail or State of CT Maintenance Drug Network* after 1st 30-day fill at retail)	Diabetes Maintenance Medications For long-term medications (Up to a 90-day supply) (already in place)	Health Enhancement Program Only Enrolled participants with Asthma/ COPD, Heart Failure/Heart disease, Hyperlipidemia, or Hypertension qualify for reduced copays on condition-related maintenance medications (Up to a 90-day supply)
Where	The CVS Caremark Retail Network includes more than 67,000 participating pharmacies nationwide, including independent pharmacies, chain pharmacies, and CVS/pharmacy locations. To locate a CVS Caremark participating retail network pharmacy in your area, simply click on "Find a Pharmacy" at www.caremark.com or call a Customer Care representative toll-free at 1-800-318-2572.	You have the convenience of getting your long-term medications through CVS Caremark Mail Service Pharmacy or dispensed at one of our 7,300 CVS/pharmacy locations or use a retail pharmacy that participates in the State of Connecticut Maintenance Drug Network. When you use CVS Caremark Mail Service Pharmacy, your medications can be sent directly to your home or office.		
Generic Medications Ask your doctor or other prescriber if there is a generic available, as these generally cost less.	\$9 for a generic prescription	\$9 for a generic prescription	\$0 for a generic prescription	\$0 for a generic prescription
Preferred Brand-Name Medications If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list.	\$20 for a preferred brand-name prescription	\$10 for a preferred brand-name prescription	\$0 for a preferred brand-name prescription	\$5 for a preferred brand-name prescription
Non-Preferred Brand-Name Medications You will pay the most for medications not on your plan's preferred drug list.	\$35 for a non-preferred brand-name prescription	\$25 for a non-preferred brand-name prescription	\$0 for a non-preferred brand-name prescription	\$12.50 for a non-preferred brand-name prescription
Web Services	Register at www.caremark.com to access tools that can help you save money and manage your prescription benefit. To register, have your Prescription Card ready.			
Customer Care	Visit www.caremark.com or call toll-free at 1-800-318-2572.			

All plans are mandatory generic, if the use of the brand is medically necessary, doctors can obtain the Coverage Exception Form from Customer Care or the CT Partnership website at <http://www.caremark.com/CTPartnership>.

* State of Connecticut Maintenance Drug Network: All CVS/pharmacies are included in the State of Connecticut Maintenance Drug Network. Other retail pharmacies interested in joining can log on to www.caremark.com and click on "For Pharmacists and Medical Professionals" for more information.

Copayment, copay or coinsurance means the amount a plan participant is required to pay for a prescription in accordance with a Plan, which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan.

Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information.



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Use Maintenance Choice to Fill Your Long-Term Medications

ABOUT THE CVS CAREMARK RETAIL NETWORK

Will I receive a new ID card when I enroll in the Health Enhancement Program?

Yes. You will receive two prescription drug cards per family. Please show this new card to your pharmacist to ensure the pharmacy has updated information.

Do I only have to use a CVS/pharmacy?

CVS Caremark pharmacy network contains more than 67,000 participating retail pharmacy chains and independent pharmacies. You can use any participating pharmacy to fill your acute (short-term) medications (30 day supply or less).

For maintenance medications (long-term), you are allowed one 30 day fill only at any participating retail pharmacy. After the first 30 day fill, you must fill your prescription through the CVS Caremark Mail Service Pharmacy, CVS/pharmacy or other pharmacies that participate in the State of Connecticut Maintenance Drug Network.

ABOUT MAIL SERVICE and the STATE OF CONNECTICUT MAINTENANCE DRUG NETWORK

Where can I fill maintenance prescriptions?

The choice is yours. You can order 90-day supplies of maintenance medications at:

Mail Service: Register for mail service by phone (FastStar[®] toll free at 1-800-875-0867 from 8am -8:30pm Mon - Friday) or log on to www.caremark.com and sign in or register, if necessary. Have your Prescription Card number, the names of your medicines, your doctor's information and your payment information ready. We handle the rest.

CVS/pharmacy - Visit your local CVS/pharmacy. If you are currently using CVS/pharmacy to fill your maintenance medications, you can continue to do so. Your CVS/pharmacist can dispense your 90-day supply of a maintenance medication for one copy.

State of Connecticut Maintenance Drug Network - Fill your maintenance medications at a participating State of Connecticut Maintenance Drug Network Pharmacy. If your pharmacy is participating in the State of Connecticut Maintenance Drug network, you can use the pharmacy to dispense your 90-day supply of a maintenance medication.

How long does it take for my prescriptions to arrive by mail?

Please allow 7-10 days for delivery from the time the order is placed. You can check your refill status on-line or by calling toll-free at 1-800-318-2572. Please note! Mail order packaging accommodates all temperature sensitive drugs.

How should I ask my doctor or other prescriber to write my prescription in order to receive the maximum benefit for my maintenance medication?

Remind your doctor or other prescriber to write a "90-day supply plus refills," when clinically appropriate, for maintenance medications. CVS Caremark must fill your prescription for the exact quantity of medication that your doctor or healthcare provider prescribes, up to your plan design limit. When you need to take your maintenance medication right away, ask your doctor or other prescriber for two prescriptions:

- The first for up to a 30-day supply
- The second for up to a 90-day supply, with refills when clinically appropriate

Have the short-term supply filled immediately at any CVS Caremark participating retail pharmacy. Then you have the choice to fill your maintenance medication using Mail Service Pharmacy, CVS/pharmacy, or a pharmacy participating in the State of Connecticut Maintenance Drug Network.

ABOUT THE CVS CAREMARK DRUG LIST

What is a drug list?

It is a list of preferred prescription medications that have been chosen because of their clinical effectiveness and safety. This list is typically updated every three months. The drug list promotes the use of preferred brand-name medications and generic medications whenever possible. Generic medications are therapeutically equivalent to brand-name medications and must be approved by the U.S. Food and Drug Administration (FDA) for safety and effectiveness. Generally, generic medications cost less than brand-name medications. You can get a drug list by either visiting www.caremark.com or by calling Customer Care toll-free at 1-800-318-2572.

Where can I get a drug list brochure?

You can get a drug list brochure by visiting Caremark.com or by calling a Customer Care Representative toll-free at 1-800-318-2572. To save money, have your doctor or other prescriber choose a generic or preferred brand-name medication from the CVS Caremark Drug List, if appropriate. You may want to take the list with you when you visit your doctor or other prescriber.

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Cigna Dental PPO/Indemnity Exclusions and Limitations:

Procedures	Exclusions & Limitations
Exams	Two per calendar year
Prophylaxis (cleanings)	Two routine and two periodontal cleanings per calendar year
Fluoride	2 per calendar year for people under 16
X-Rays (routine)	Bitings: 1 per calendar year
X-Rays (non-routine)	Full mouth: 1 every 3 calendar year. Panoramic: 1 every 3 calendar year
General Anesthesia	not covered
Molar Pads (for dentures)	Various limitations depending on the service
Partial Surgery	Various limitations depending on the service
Crowns and Inlays	Replacement every 7 years
Fixed/Full Over Implants	1 per every 7 years if unreasonable and cannot be repaired. Benefit is based on the amount payable for non-precious metals. No porcelain or white-tooth colored material on molars or crowns.
Bridges	not covered
Dentures and Partial	not covered
Retainers, Retainers	Covered if more than 6 months after installation
Adjustments	Covered if more than 6 months after installation
Repairs - Bridges	Replaced if more than once
Repairs - Dentures	Replaced if more than once
Resins	Limited to protective linings. One treatment per tooth every three years up to age 18
Space Maintainers	Limited to non-Cybernetic treatment
Alternate Benefit	When more than one covered Dental Service benefit is available based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses.

Benefit Exclusions:

- * Services performed primarily for cosmetic reasons
- * Replacement of a lost or stolen appliance
- * Replacement of a bridge or denture within five years following the date of its original installation
- * Replacement of a bridge or denture which can be made usable according to accepted dental standards
- * Procedures, appliances or restorations, other than full dentures, whose main purpose is to change vertical dimension, diagnose or treat conditions of TMJ, stabilize periodontally involved teeth, or restore occlusion
- * Useless or porous or acrylic materials on crowns or partials or replacing the upper and lower front, second and third molars
- * Bite registration; prostheses or semi-prosthetic attachments; splinting
- * Instruction for plaque control, oral hygiene and diet
- * Implants
- * Dental services that do not meet current dental standards
- * Services that are deemed to be medical services
- * Services and supplies received from a hospital
- * Charges which the person is not legally required to pay
- * Charges made by a hospital which performs services for the U.S. Government if the charges are directly related to a condition contracted to a military service
- * Experimental or investigational procedures and treatments
- * Any injury resulting from, or in the course of, any employment for wage or profit
- * Any diseases covered under any workers' compensation or similar law
- * To the extent that payment is not made where the person resides when the expenses are incurred
- * Procedures performed by a Dental who is a member of the covered person's family (covered person's family is limited to a spouse, siblings, parents, children, grandparents, and the spouse's siblings and parents)
- * For charges which would not have been made if the person had no insurance; For charges for unnecessary care, treatment or surgery;
- * To the extent that you or any of your Dependents is in any way paid or entitled to payment for these expenses by or through a public program, other than Medicaid;
- * To the extent that benefits are paid or payable for these expenses under the membership part of any auto insurance policy written to comply with a "no-fault" insurance law or an uninsured/underinsured insurance law. Cigna HealthCare will take into account any adjustment option chosen under such part by you or any one of your Dependents.
- * In addition, these benefits will be reduced so that the total payment will not be more than 100% of the charge made for the Dental Service if benefits are provided for that service under this plan and any medical expense plan or prepaid treatment program sponsored or made available by your Employer.

This benefit summary highlights some of the benefits available under the proposed plan. A complete description regarding the limits of coverages, exclusions and limitations, including legislative benefits, will be provided in your insurance certificate or plan description.

Benefits are deemed and/or administered by Cigna HealthCare.

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Prepared by Underwriting
 Cigna Core Network (PPO/INDemnity)

03/15/14 11:38 AM

**APPENDIX D
PUBLIC WORKS DEPARTMENT CALL OUT SCHEDULE
(EXAMPLE)**

<i>Week:</i>	<i>Custodian Services</i>	<i>Electricians</i>	<i>Highway</i>	<i>Mech. Maintenance & Tires</i>
May 8 – May 15, 2023 (8 a.m. to 7:59 a.m.)	Tom Ferino Cell - 860-501-6699	Mike Smith Home 860-608-1310	Matt Julliarine #1 Cell 860-857-3704 #2 Home 860-608-5990	James Jewett #1 Home 860-608-6144
May 15, 2023 – May 22, 2023 (8 a.m. to 7:59 a.m.)	Tom Ferino Cell - 860-501-6699	Don York Home 860-941-5617	Pete Mercuri #1 Cell 860-857-3704 #2 Home 860-625-5898	Matt Joslyn #1 Cell 860-857-1402 #2 Home 203-314-8564
May 22, 2023 – May 29, 2023 (8 a.m. to 7:59 a.m.)	Tom Ferino Cell - 860-501-6699	Mike Smith Home 860-608-1310	Okoi Tucker #1 Cell 860-857-3704 #2 Home 860-514-0989	James Jewett #1 Home 860-608-6144
May 29, 2023 – June 5, 2023 (8 a.m. to 7:59 a.m.)	Tom Ferino Cell - 860-501-6699	Don York Home 860-941-5617	Anthony Greco #1 Cell 860-857-3704 #2 Home 860-639-8229	Matt Joslyn #1 Cell 860-857-1402 #2 Home 203-314-8564
June 5, 2023 – June 12, 2023 (8 a.m. to 7:59 a.m.)	Tom Ferino Cell - 860-501-6699	Mike Smith Home 860-608-1310	Rich Richmond #1 Cell 860-857-3704 #2 Home 860-464-9171	James Jewett #1 Home 860-608-6144
June 12, 2023 – June 19, 2023 (8 a.m. to 7:59 a.m.)	Tom Ferino Cell - 860-501-6699	Don York Home 860-941-5617	Matt Julliarine #1 Cell 860-857-3704 #2 Home 860-608-5990	Matt Joslyn #1 Cell 860-857-1402 #2 Home 203-314-8564
	Building Maintenance Crew Leader – Tom Ferino Cell – 860-501-6699		Highway Crew Leader Rick Mercado 860-857-7554 call person for SIGNS BRUCE TACKLING 860-235-3238	Mech Maint Crew Leader Wayne Binouighs 860-625-3735 or 860-373-3076 FIRE VEHICLES ONLY CALL- WAYNE BURROUGHS 860-625-3735 or 860-373-3078

**DEPUTY DIRECTOR/
PW SUPERINTENDENT
STEVE LEE 860-912-7375**

Emergency & After Hours Call-Out Protocol-PWD:

- 1) Call the appropriate Call Person on cell phone (please note exceptions for Sign & Fire Vehicle call-outs);
- 2) If no answer, call the call person's home phone: wait 15 minutes for a response.
- 3) If no response @home, call the back-up call man @home (the next call-man on rotation).
- 4) If no response by the back-up call man, call the divisional Crew Leader
- 5) If no response by the Crew Leader, or if determined by the Police Supervisor that the emergency warrants further attention: call the PW Superintendent
- 6) For custodian services required after hours, call the Building Maintenance Crew Leader